



# Coeur d'Alene

## CITY COUNCIL MEETING

*May 5, 2015*

---

**MEMBERS OF THE CITY COUNCIL:**

**Steve Widmyer, Mayor**

**Council Members Adams, Edinger, Evans, Gookin, McEvers, Miller**

# PRESENTATIONS



# Library Services

**Presented by:**

**Anna Wilson, Director of Title Services**

**Bette Ammon, Director of CdA Public Library**

**Tom Mollgaard, LCHS Assistant Principal**

# Developing New Partnerships

- Coeur d'Alene School District 271
- Coeur d'Alene Public Library
- Coeur d'Alene Library Foundation
- Kroc Center





# What?

- Opportunity for sharing space
- Public library branch in a school library
- Providing more materials
- Sharing resources
- Kids reading

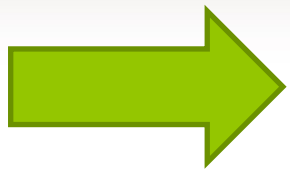


# Background

- Library Board's long-range plan
  - A public library in an area of the community not currently served
- Bette's work in Montana
- Community feedback / input

# Public Library Process

Strategic Planning



Exploration



City budgeting



Agreements



Implementation

# Our Research

- Library and district personnel
- Existing sites in Montana
- Idaho Code, School District Board Policy
- Legal counsel review of draft agreement



# Where?

- Growing area of the city (northwest)
- Easy public access to library
- Lake City High School





# Positives for LCHS

- Promotes students' use of public library cards
- Opens students' resources for projects / research; inner-library lending system
- Provides students extended use of the LCHS library
- More materials available to students

# Positives for the Public Library

- More library materials accessible to more tax payers
- Utilize existing trails so children easily get to the library in summertime
- Sharing existing resources

# Timeline

- Up to policy makers
  - School District Board Members
  - City Council
  - Library Board Members
- Suggestion –begin after October 1
- Goal – up and running by the end of 2015



**What questions do you have?**



# CONSENT CALENDAR



**MINUTES OF A REGULAR MEETING OF THE CITY  
COUNCIL OF THE CITY OF COEUR D’ALENE, IDAHO,  
HELD IN THE LIBRARY COMMUNITY ROOM  
APRIL 21, 2015**

The Mayor and Council of the City of Coeur d’Alene met in a regular session of said Council at the Library Community Room April 21, 2015 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Woody McEvers	)	Members of Council Present
Loren Ron Edinger	)	
Dan Gookin	)	
Steve Adams	)	
Kiki Miller	)	
Amy Evans	)	

**CALL TO ORDER:** The meeting was called to order by Mayor Widmyer.

**INVOCATION** was led by Pastor Kurt Wandrey from Peace Lutheran Church.

**PLEDGE OF ALLEGIANCE:** The pledge of allegiance was led by Councilmember Adams.

Mayor Widmyer acknowledged the passing of Tom McTevia, who was a well-known volunteer and advocate for the disabled. Mr. McTevia volunteered for the Coeur d’Alene Police Department, and was also extremely dedicated to parks and recreation opportunities for all. Mr. McTevia was a “big picture” guy and on a mission to make sure that all citizens had equal opportunity to enjoy outdoor activities. He was also instrumental in the recent access improvements to Tubbs Hill. Mr. McTevia didn’t like the word, “handicapped,” but instead referred to his disability as being “minorly inconvenienced.” Mayor Widmyer expressed appreciation and heartfelt condolences to Mr. McTevia’s family and friends.

**PRESENTATION: PROCLAMATION – THE WEEK OF APRIL 20-25, 2015 AS ARBOR DAY CELEBRATION WEEK.** Mayor Widmyer proclaimed the week of April 20-25, 2015 as Arbor Day Celebration Week. Katie Kosanke, Urban Forestry Coordinator, and John Schwandt, Urban Forestry Committee member, accepted the Proclamation.

Mr. Schwandt mentioned that as a part of the Arbor Day celebration, 4<sup>th</sup> graders in the entire county receive a free seedling, compliments of timber and tree care industries. They also have an art contest and this year they had more than 150 entries from various high schools in the county. The winning drawings were made into buttons. This week they gave away their 67,000<sup>th</sup> tree. Ms. Kosanke noted that Arbor Day is this Saturday,

April 25<sup>th</sup>. There will be a street tree planting at 10:00 a.m. on Bardwell Drive in the Landings Subdivision. Fourteen new street trees will be planted and then they will have a get-together at the Landings Park on Long Meadow Drive. More information about the event can be found on the city's website, [cdaid.org](http://cdaid.org). The ceremony will be held at 11:30 a.m., followed by a free hot dog lunch. Everyone is welcome to attend.

**PRESENTATION: VISION 2030 UPDATE.** Dr. Charles Buck, Associate Vice President, University of Idaho, presented an update on Cd'A Vision 2030.

Dr. Buck noted that he has been involved with this project for just over two years, and this year they are focusing on three key areas: maintaining contact with community and building awareness, establishing a sustainability plan, and facilitating the implementation of the plan. There are 178 action items in the plan. It is a shared vision focused on long-term points of agreement among the community. More than 3,000 members of the community have been involved. Deliverables from the first year are a vision booklet with six focus areas. For each area they have articulated strategies that will enable them to achieve the vision. Another deliverable is the Implementation Plan, which includes the six strategies and 178 action items. Each of the action items includes a description, a tentative time line, confirmed lead partners, and then also suggests some supporting partners from the community.

They are trying to focus now on continuing to engage the community. This project relies on continuous input, modification, and adaptation. They are presenting to local service clubs, church groups, kids clubs, etc. There is a significant project management role and they are developing a tracking system to enable the project manager, Nicole Kahler, to take the lead. They have been reasonably successful obtaining grants to support the project, and received \$17,500 from the Inland Northwest Community Foundation to focus on the sustainability of the project. A key role is to facilitate the Implementation Plan.

A grant application was submitted for Frontier's America's Best Communities. The grand prize is \$3 Million. They are waiting for the initial decision on the first round, where 50 communities will be selected to proceed. They should know by next Tuesday, and Dr. Buck is optimistic.

Dr. Buck said they have recently developed a flyer to solicit volunteers. The Board of Directors carries business cards with Vision 2030 contact information. Forty-two leads have been identified. The City of Coeur d'Alene is one of the key lead partners in many of these actions.

Dr. Buck highlighted several areas where progress is being made. He urged citizens to visit their website, [cda2030.org](http://cda2030.org), and follow them on Facebook and Twitter.

Councilmember Gookin asked what they would spend the \$3 Million grant on if it was received. Dr. Buck said their focus is a center for healthy living. The concept is to have a one stop shop for community health, with a wellness approach. They would engage

trainees from NIC, LCSC, and the University of Idaho, to help staff the facility and to bring together not just health and wellness, but fitness, healthy food, nutrition, etc. They have also included in their grant proposal a significant component that would better connect the trail system, and add electronics to the trail system that would provide fitness information that could be tracked on a cell phone, as well as historical and other information about the community.

Councilmember Gookin said that wherever he goes, people are talking about Vision 2030. He thanked Dr. Buck for his efforts.

**CONSENT CALENDAR:** Motion by McEvers, seconded by Edinger, to approve the Consent Calendar as presented.

1. Approval of Council Minutes for April 7, 2015.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for April 27, 2015 at 12:00 noon and 4:00 p.m. respectively.
4. Approval of a Beer/Wine License to Cricket's for Kaiju Sushi and Spirits at 424 E. Sherman Avenue (expansion)
5. Approval of free carriage rides in the downtown area each Friday through August, 2015
6. **Resolution No. 15-012 - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING AN AGREEMENT WITH AMERICAN LEGION BASEBALL FOR USE OF THORCO FIELD AT RAMSEY PARK; APPROVING A ONE (1) YEAR LEASE RENEWAL EXTENSION WITH THE MUSEUM OF NORTH IDAHO; AND APPROVING A COOPERATIVE AGREEMENT WITH IDAHO DEPARTMENT OF TRANSPORTATION FOR ADA IMPROVEMENT.**

**ROLL CALL:** Miller, Aye; McEvers, Aye; Gookin, Aye; Evans, Aye; Adams, Aye; Edinger, Aye.

**Motion carried.**

#### **COUNCIL ANNOUNCEMENTS:**

Councilmember Miller noted that the presentation by the School District and the Library has been delayed and will be placed on a later agenda. She also noted that she has had a few discussions about the possibility of a "Friends of McEuen" committee. One of the discussions they had very informally was the possibility of creating an ambassador type of program to help with education on parking issues in McEuen, etc. Councilmember Miller also noted that she was at the North Idaho Tourism summit a few weeks ago and one of the topics was Vision 2030, which was very well received. She also noted that she

followed up regarding the Kootenai Health Presentation regarding transportation and the lack of information about bicycles and pedestrians, and she learned that there is a specific person assigned to that aspect of the project and they will bring it forward with any other presentations that they make.

**APPOINTMENTS:** Mayor Widmyer asked for confirmation of the appointment of John Bruning to the Arts Commission and Scott Cranston and Bridget Hill to the Parks & Recreation Commission.

**MOTION:** Motion by Adams, seconded by Evans, to approved the appointments of John Bruning to the Arts Commission, and Scott Cranston and Bridget Hill to the Parks & Recreation Commission. **Motion carried.**

### **RESOLUTION NO. 15-013**

#### **A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ACCEPTING THE BID OF COATINGS UNLIMITED FOR THE PRAIRIE STANDPIPE RECOATING PROJECT.**

**STAFF REPORT:** Warren Wilson, Deputy City Attorney, presented the Staff Report on behalf of Terry Pickel, Assistant Water Superintendent, requesting that Council award the lowest responsive bid of \$125,900.00 and Contract to Coatings Unlimited for Alternate 3 of the Prairie Standpipe Recoating Project. The Water Department received a total of five bids for the Prairie Standpipe Recoating Project. The bid included three alternate amounts from each bidder related to the quality of the paint materials, allowing staff to select as high a quality coating that would still meet the estimated original budget. The bids ranged from \$100,500 for the lowest quality coating bid to \$326,821 for the highest quality coating bid. Staff proposes to award the bid of \$125,900 to Coatings Unlimited for the highest quality coating product with an estimated life expectancy of 25 years.

Mr. Wilson noted that the project will be completed this summer. He also confirmed that the funds were approved in this year's financial plan and the bid came in under budget.

**MOTION:** Motion by Edinger, seconded by Gookin, to adopt Resolution No. 15-013.

**ROLL CALL:** McEvers, Aye; Gookin, Aye; Evans, Aye; Adams, Aye; Edinger, Aye; Miller, Aye.

**Motion carried.**

## RESOLUTION NO. 15-014

### **A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A STATE OF IDAHO PURCHASE CARD PROGRAM LINKING AUTHORIZATION CONTRACT WITH FIA CARD SERVICES, N.A., A BANK OF AMERICA COMPANY.**

**STAFF REPORT:** Troy Tymesen, Finance Director, requested that council implement a purchasing card program as a means of streamlining the acquisition of goods and services used by the City. A purchase card is a credit card with many manageable administrative features. The cards will reduce transaction costs as compared to paying by check and reduce staff hours associated with accounts payable, as well as provide a rebate program to the City. The State of Idaho has a contract with Bank of America that extends to other agencies. The City would be able to piggy back into this program by signing the linking agreement. Credit card providers make money by charging the vendor a transaction fee; typically it ranges from two to three percent of the dollar amount. The City would receive a rebate or a portion of this fee based on the total dollars spent by the City using this program.

Mr. Tymesen explained that the cards would be in the individual's name, and an agreement would be signed by staff members. There are protections for misuse or fraud. He also noted that if the City were to spend \$6,000,000, their rebate would be about \$84,000. He also explained that they have been looking at this program for a while, have been putting together procedures and training, and have converted their software system. They would begin the program with a couple of departments as a test run before it is widely disbursed.

Mr. Tymesen noted that they have checked with at least four other cities that use the program and they are pleased with it. He also confirmed that no debt will be incurred as they pay the credit card every month and no finance charges are incurred.

Councilmember Gookin asked what controls are on the card. Mr. Tymesen said they can limit the card amount, limit where it can be used, and it will be easier to determine which staff member and department made a particular charge.

Councilmember Miller asked if there have been any cost savings studies done on the program. Mr. Tymesen said they haven't studied it, but everything is moving towards electronic payments. Their experience in talking with other entities is that they do become more efficient in their job duties as a result of the purchase card program.

Councilmember Miller asked if there has been any conversation with how ICRMP would interface with this change. Mr. Tymesen said that the City has protection under the credit



card protection laws that currently exist.

**MOTION:** Motion by Gookin, seconded by McEvers, to adopt Resolution No. 15-014.

**ROLL CALL:** Gookin, Aye; Evans, Aye; Adams, Aye; Edinger, Aye; Miller, Aye; McEvers, Aye.

**Motion carried.**

### **RESOLUTION NO. 15-015**

#### **A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A SERVICE AGREEMENT WITH HEALTH DECISIONS, INC. FOR A DEPENDENT ELIGIBILITY AUDIT.**

**STAFF REPORT:** Troy Tymesen, Finance Director, requested Council approval of a service agreement with Health Decisions, Inc. to conduct an analysis of eligible participants on the City's health plan. The City of Coeur d'Alene is seeking verification that all participants on the health plan are eligible participants. This process has been discussed in the City's medical insurance committee which has representation from the Fire Union, Lake City Employees Association and the Police Association. The expense for this service is not in the financial plan. The cost will be \$9,999.00. This cost does not include the spousal audit. It is anticipated that savings will be generated to cover the cost once the verification process is complete. The break-even point to cover the cost is 2.78 dependents

Mr. Tymesen explained that the timing is right at this time because it ties in nicely with the fiscal year and budget period where they are reviewing how they can save money. He further explained that going forward, they will require more documentation for all dependents that are added to the plan. He confirmed that, according to the industry average for an organization this size, they should easily reach the break-even point of 2.78 dependents, and believes that it will add value at renewal time if they can tell the insurance company that all dependents are eligible to be on the plan.

Mr. Tymesen explained that they are comfortable with the documentation on spouses, and for that reason they don't believe that they need to include spouses in the audit. The audit would be for children only.

Councilmember Gookin asked if the employee associations offered any feedback on the proposal. Mr. Tymesen said they supported the audit. Councilmember Gookin also asked about the cost of \$9,999, and why it was below \$10,000. Mr. Tymesen said that they negotiated for the best value.

**MOTION:** Motion by Adams, seconded by Evans, to adopt Resolution No. 15-015.

**ROLL CALL:** Adams, Aye; Edinger, Aye; Miller, Aye; McEvers, Aye; Gookin, Aye; Evans, Aye.

**Motion carried.**

### **RESOLUTION NO. 15-016**

#### **A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE PURCHASE OF ONE (1) POLICE DEPARTMENT PATROL VEHICLE FROM LAKE CITY FORD.**

**STAFF REPORT:** Troy Tymesen, Finance Director, presented the staff report on behalf of Lee White, Chief of Police, requesting council authorization to purchase one (1) patrol vehicle.

In an effort to maintain enough vehicles for 24/7 patrol coverage, extra vehicles are required. In a recent request, it was discovered Lake City Ford has a 2015 Ford Explorer Police SUV. The vehicle was originally earmarked for another agency, but is now available and has been offered to the Coeur d'Alene Police Department for the State Bid price of \$25,627, plus the cost of additional police equipment already installed on the vehicle. Total cost of the vehicle is \$31,657. Required equipment for patrol use such as in-car video, computer and radio systems, lights, transport security screens, etc. will result in additional \$20,343. This is an unbudgeted expenditure. It is anticipated that North Idaho College will approve up to \$25,000 in July for a vehicle for the School Resource Officer to utilize, which will help offset a portion of the total cost. The remaining \$27,000 in funds would come from either fund balance or unanticipated income to the General Fund.

Mr. Tymesen commented that they work very hard to make sure that the fund balance is solid that that the City has a "rainy day" fund. He noted that the City had a strong year last year and this year, and this would be one-time money to buy a one-time asset. He also commented that the money would come from the fund balance and not a reallocation of funds in the Police Department budget.

Mayor Widmyer commented that the City is going to be entering into its budgeting season over the next few months, and noted that the City is a \$70 Million operation without any contingency fund whatsoever. There are things that come up during the year that are unexpected and the Mayor suggested that there should be discussion during the budget cycle regarding what the City wants to do about a contingency fund. He noted

that the “unexpected can be expected.”

**MOTION:** Motion by Edinger, seconded by Adams, to adopt Resolution No. 15-016.

**ROLL CALL:** Adams, Aye; Edinger, Aye; Miller, Aye; McEvers, Aye; Gookin, Aye; Evans, Aye.

**Motion carried.**

### **RESOLUTION NO. 15-017**

#### **A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A CONTRACT WITH EARTHWORKS NORTHWEST, INC. FOR STORMWATER IMPROVEMENTS AT GOVERNMENT WAY AND DALTON AVENUE.**

**STAFF REPORT:** Kim Harrington, Engineering Technician, requested that Council award a contract for stormwater drainage improvements to Earthworks Northwest, Inc. The stormwater drainage system at the Government Way and Dalton Avenue intersection is insufficient in treating the volume of runoff. The improvements from Government Way to Hanley included a new swale area that can accommodate the stormwater from this area. This project will connect the stormwater runoff from this intersection to the system in Government Way, which flows north to the swale on Sun Up Avenue. This project was included in the current fiscal year’s budget for Drainage Utility Collection System Replacement. These improvements will reduce the flooding at the intersection of Dalton and Government Way. It currently drains to drywells located under the sidewalk. These drywells do not have the capacity to take larger flows, so connecting to the existing storm system will resolve this problem.

Ms. Harrington confirmed that this is a budgeted item through the Drainage Utility.

**MOTION:** Motion by Gookin, seconded by McEvers, to adopt Resolution No. 15-017.

**ROLL CALL:** Edinger, Aye; Miller, Aye; McEvers, Aye; Gookin, Aye; Evans, Aye; Adams, Aye.

**Motion carried.**

#### **PUBLIC HEARING – A-1-15 – Proposed Annexation from County Industrial to City C-17 by the City of Coeur d’Alene; Burlington Northern Railroad property.**

Mayor Widmyer read the rules of order for this legislative public hearing. No conflicts of interest were declared.

**STAFF REPORT:** Tami Stroud, Planner, presented a request on behalf of the City of Coeur d'Alene for zoning in conjunction with annexation from County Industrial (I), to City C-17 (Commercial at 17 units/acre) zoning district. The property is more specifically described as a portion of the former railroad property lying between the east end of the Mill River Subdivision and the Riverstone development along the Spokane River.

Ms. Stroud presented an analysis of land use, water, sewer, Comprehensive Plan policies and required findings. She noted that the property is 9.557 acres and is a former railroad right-of-way.

Councilmember Gookin asked about the reasoning behind the C-17 zoning. Ms. Stroud said that it is consistent with the nearby zoning. Mr. Wilson commented that it is also consistent with the Comprehensive Plan. The area is a mixed use area. The City is hoping to close on the property this spring either develop the property for public use and/or potentially exchange it to get the public closer to the water. There is value to the City if it is zoned in a way that it can be used for mixed use development, in order to avoid having it go back through the rezoning process, which could lower the value of any potential trades that they might be able to make. He noted that if there is any proposed sale or exchange of the property, it would require a public hearing process.

Mayor Widmyer opened the hearing for public testimony. There were no public comments.

Public Testimony closed.

**MOTION:** Motion by McEvers, seconded by Edinger, to approve the requested annexation and zoning for the annexation from County Industrial to City C-17, by the City of Coeur d'Alene for the Burlington Northern Railroad property and to direct staff to develop the necessary Findings and Order and Annexation Ordinance.

**ROLL CALL:** Edinger, Aye; Miller, Aye; McEvers, Aye; Gookin, Aye; Evans, Aye; Adams, Aye.

**Motion carried.**

#### **PUBLIC COMMENTS:**

Tony Epefanio, owner of Shameless Sausages, thanked the Council for their support of the mobile food rally.

**RECESS:** Motion by Gookin, seconded by McEvers to recess to May 4<sup>th</sup>, at 4:00 p.m. in the Kootenai County Administration building, County Commissioner's large meeting

room, located at 451 Government Way, for a Joint Commissioner and City Council Workshop. **Motion carried.**

The meeting adjourned at 6:57 P.M.

---

Steve Widmyer, Mayor

ATTEST:

---

Amy Ferguson, Deputy City Clerk



RESOLUTION NO. 15-018

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING AN AGREEMENT WAIVING OPPOSITION TO ANNEXATION WITH PAUL AND JULIE STANCZYK FOR 1067 S. MILLVIEW LANE – SKY BLUE ACRES; APPROVING A CONTRACT WITH KNIFE RIVER CORPORATION FOR THE 2015 OVERLAY PROJECT; DECLARATION OF SURPLUS 1995 CROWN VICTORIA, 2000 CHEVROLET IMPALA, AND 1986 ASTRO VAN; APPROVING A CONTRACT WITH T. LARIVIERE EQUIPMENT AND EXCAVATION, INC. FOR THE 2015 OPEN TRENCH PROJECT; APPROVING A SCHOOL RESOURCE OFFICER AGREEMENT WITH COEUR D'ALENE SCHOOL DISTRICT #271 FOR THE 2015-2016 SCHOOL YEAR; AND APPROVING A SCHOOL RESOURCE OFFICER AGREEMENT WITH NORTH IDAHO COLLEGE FOR THE 2015-2016 SCHOOL YEAR.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits “A through F” and by reference made a part hereof as summarized as follows:

- A) Approving an Agreement Waiving Opposition to Annexation with Paul and Julie Stanczyk for 1067 S. Millview Lane – Sky Blue Acres;
- B) Approving a Contract with Knife River Corporation for the 2015 Overlay Project;
- C) Declaration of Surplus 1995 Crown Victoria, 2000 Chevrolet Impala, and 1986 Astro Van;
- D) Approving a Contract with T. LaRiviere Equipment and Excavation, Inc. for the 2015 Open Trench Project;
- E) Approving a School Resource Officer Agreement with Coeur d'Alene School District #271 for the 2015-2016 school year;
- F) Approving a School Resource Officer Agreement with North Idaho College for the 2015-2016 school year;

AND;

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreements or other actions; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A through F" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute such agreements or other actions on behalf of the City.

DATED this 5<sup>th</sup> day of May, 2015.

\_\_\_\_\_  
Steve Widmyer, Mayor

ATTEST

\_\_\_\_\_  
Renata McLeod, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER EVANS Voted \_\_\_\_\_

COUNCIL MEMBER MILLER Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER ADAMS Voted \_\_\_\_\_

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

**CITY COUNCIL COMMITTEE  
STAFF REPORT**

**DATE:** May 5, 2015  
**FROM:** Legal Department  
**SUBJECT:** Council approval of agreement waiving opposition to annexation

=====

**DECISION POINT:**

Staff requests Council acceptance of an agreement waiving opposition to annexation by Paul and Julie Stanczyk, owners of the property described as 1067 S. Millview Lane, Coeur d'Alene, Idaho 83814 in exchange for water service outside City limits in accordance with City policy.

**BACKGROUND:**

Staff received a request for water service from the owners of property at as 1067 S. Millview Lane. Legal Department staff and Water Department staff reviewed the request in light of the City's policy regarding water service to properties outside City limits. The property is allowed service under the policy as quoted below. Standard practice is to require the owners to properly execute an agreement waiving opposition to annexation in exchange for water service.

**POLICY REVIEW:**

The request is consistent with Section 8 of the main extension policies as adopted by the City on February 3, 1981. That policy section states, "No new water service shall be provided to property outside the City Limits except for that property having prior approval in the form of a subdivision (approved prior to February 3, 1981), consumers order, property abutting or adjoining mains installed under refundable water extension contracts, or other written agreements."

**DECISION POINT/RECOMMENDATION:**

Staff requests Council acceptance of an agreement waiving opposition to annexation by Paul and Julie Stanczyk, owners of the property described as 1067 S. Millview Lane, Coeur d'Alene, Idaho 83814 in exchange for water service outside City limits in accordance with City policy.

AGREEMENT WAIVING OPPOSITION TO ANNEXATION

THIS AGREEMENT, made and dated this 5<sup>th</sup> day of May, 2015, by and between the **City of Coeur d'Alene**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho, hereinafter referred to as the "City," and **Paul L. Stanczyk and Julie Stanczyk**, husband and wife, whose mailing address is 28272 Glenbrook, Mission Viejo, CA 92692 herein after referred to as the "Owners,"

WITNESSETH: That in consideration of the City permitting connection for water service to the property described as follows, to wit:

***1067 S. Millview Lane  
Block 1, Lots 13 and 12, Sky Blue Acres  
Kootenai County, Idaho***

the Owners do hereby agree on behalf of themselves, their heirs, assigns, and successors in interest, as follows:

1. That at such time as the City of Coeur d'Alene deems it advisable to annex the hereinbefore described property to the City of Coeur d'Alene, the Owners of said property agree and covenant that they will consent to the annexation of said property to the City of Coeur d'Alene and that by executing this agreement they waive any and all rights to object to annexation by the City of Coeur d'Alene, and will cooperate to the fullest extent with the City in the annexation of such property.

2. That all costs and fees for connecting to and providing water service including but not limited to plumbing costs, connection fees (i.e., capitalization fees), hookup fees, excavation cost and fees shall be born by the Owners and no cost whatsoever shall accrue to the City of Coeur d'Alene for the provision of such water service.

3. That the connection to the City's water service shall be done to City specifications.

It is further agreed that the foregoing covenants are covenants running with the land and shall be binding on the heirs, devisees and assigns of the undersigned Owners.

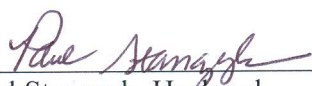
By their signatures below, the Owners attest that they are the legal owners of the property described above and they possess the legal authority to execute this agreement.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this agreement on behalf of said City, the City Clerk has affixed the seal of said City hereto, and the Owners have signed the same, the day and year first above written.

CITY OF COEUR D'ALENE,  
KOOTENAI COUNTY, IDAHO:

\_\_\_\_\_  
Steve Widmyer, Mayor

OWNERS:

  
\_\_\_\_\_  
Paul Stanczyk, Husband

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

  
\_\_\_\_\_  
Julie Stanczyk, Wife

\*\*\*\*\*

STATE OF IDAHO    )  
                          ) ss.  
County of Kootenai    )

On this 5<sup>th</sup> day of May, 2015, before me, a Notary Public, personally appeared **Steve Widmyer and Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the city of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said city of Coeur d'Alene executed the same.

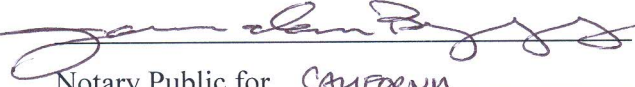
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

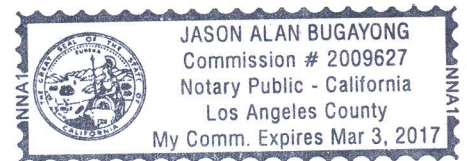
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Coeur d'Alene  
My Commission expires:

STATE OF CALIFORNIA    )  
  ) ss.  
County of ORANGE    )

On this 27<sup>th</sup> day of April, 2015, before me, a Notary Public, personally appeared **Paul L. Stanczyk and Julie Stanczyk**, husband and wife, known to me to be the persons subscribed herein who executed the foregoing instrument and acknowledged that they voluntarily executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

  
\_\_\_\_\_  
Notary Public for CALIFORNIA  
Residing at ORANGE COUNTY  
My Commission expires: MARCH 3, 2017





**CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT  
(CALIFORNIA CIVIL CODE § 1189)**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

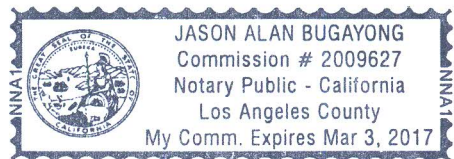
STATE OF CALIFORNIA )  
COUNTY OF ORANGE )

On 04/27/2015 before me, JASON ALAN BUGAYONG, NOTARY PUBLIC  
(Date) (Here Insert Name and Title of the Officer)

personally appeared PAUL L. STANCZYK / JULIE STANCZYK,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Jason Alan Bugayong  
Signature of Notary Public (Notary Seal)

**ADDITIONAL OPTIONAL INFORMATION**

**Description of Attached Document**

Title or Type of Document: AGREEMENT WAIVING OPPOSITION TO ANNEXATION Document Date: NA

Number of Pages: 2 Signer(s) Other Than Named Above: NA

Additional Information: NA

# PUBLIC WORKS COMMITTEE

## STAFF REPORT

**DATE:** April 27, 2015  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** Approval of Low Bidder for the 2015 Overlay Project

---

### DECISION POINT

Staff is requesting the City Council to approve Knife River Corporation – Northwest as the low bidder for the 2015 Overlay Project.

### HISTORY

The City of Coeur d'Alene received four responsive bids:

<b>Knife River Corporation – Northwest</b>	<b>\$ 459,021.50</b>
Poe Asphalt Paving, Inc.	\$ 463,337.75
Coeur d'Alene Paving, Inc.	\$ 486,484.00
Interstate Concrete & Asphalt, Co.	\$ 478,342.50
<b>Engineer's Estimate</b>	<b>\$ 493,620.00</b>

### FINANCIAL ANALYSIS

The overlay program is a budgeted item. The budgeted amount is \$650,000.00, so there are sufficient funds.

### PERFORMANCE ANALYSIS

The City of Coeur d'Alene received four responsive bids for this years overlay. The largest differences in the bids were in Mobilization and Traffic Control costs. The streets that will be overlaid this year are Kathleen Avenue from Player Drive to Highway 95 and from Government Way to Honeysuckle Drive, Dalton Avenue from Government Way to 4<sup>th</sup> Street, and 4<sup>th</sup> Street from Kathleen Avenue to 500' North of Honeysuckle Drive.

### RECOMMENDATION

Staff recommends a motion to approve Knife River Corporation – Northwest as the low bidder and authorize the mayor to execute the contract for the 2015 overlay program.

**CONTRACT  
FOR  
2015 OVERLAY PROJECT**

THIS CONTRACT, made and entered into this **5<sup>th</sup> day of May, 2015**, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the “**CITY**”, and **Knife River Corporation - Northwest**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 8844 W. Wyoming Avenue, Rathdrum, Idaho 83858-9578, hereinafter referred to as “**CONTRACTOR.**”

W I T N E S S E T H:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for **2015 Overlay Project** according to contract documents on file in the office of the City Clerk of said **CITY**, which contract documents are incorporated herein by reference.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the City of Coeur d’Alene, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said contract documents described above, in said **CITY**, furnishing all labor and materials therefore according to said contract documents and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said contract documents are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said contract documents and approved by the City Engineer, and all labor performed shall be of first-class workmanship. **The placement of asphalt overlay material shall not begin prior to July 5, 2015. There will not be any construction performed in the area of the North Idaho Fair Grounds during the Fair & Rodeo event from August 22<sup>nd</sup> through the 31<sup>st</sup>.**

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Idaho Code 6-924. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

The **CONTRACTOR** agrees to maintain Workman’s Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work,



such evidence as the **CITY** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

The **CONTRACTOR** shall furnish the **CITY** certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney.

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed **Four Hundred Fifty-Nine Thousand Twenty One and 50/100 Dollars (\$459,021.50)**.

Monthly progress payments must be submitted by the 10<sup>th</sup> of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Director.

The number of calendar days allowed for completion of the Contract work shall be 60 calendar days. The contract time shall commence no later than 10 days after the date of the Notice to Proceed issued by the **CITY**.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the above time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred Dollars (\$1,500) per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the **CONTRACTOR** must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the **CONTRACTOR**, in which case the **CONTRACTOR** may employ ten percent (10%) nonresidents; provided, however, in all cases the **CONTRACTOR**, must give preference to the employment of bona fide residents in the performance of said work.

The **CONTRACTOR** further agrees: In consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which he is

engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

The **CONTRACTOR** further agrees, in consideration of securing this contract, to comply will all the requirements of **Attachment 1**, which by this reference is incorporated herein.

IT IS FURTHER AGREED that for additions or deductions to the contract documents, the unit prices as set forth in the written proposal of the **CONTRACTOR** are hereby made part of this contract.

For the faithful performance of this contract in accordance with the contract documents and payment for all labor and materials, the **CONTRACTOR** shall execute good and sufficient performance bond and payment bond in a form acceptable to the City Attorney each in the amount of one hundred percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" means and includes the following:

- A) Advertisement For Bids
- B) Information For Bidders
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond

- I) Notice of Award
- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications
- N) Special Provisions
- O) Plans
- P) Addenda

No. One, dated 03/19/2015, Cold Milling/Delete Qualifications of Bidders

No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_

THIS CONTRACT, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said **CITY**, and the **CONTRACTOR** has caused the same to be signed by its President, the day and year first above written.

**CITY OF COEUR D'ALENE,  
KOOTENAI COUNTY, IDAHO**

**CONTRACTOR:  
KNIFE RIVER CORP. - NORTHWEST**

\_\_\_\_\_  
Steve Widmyer, Mayor

By: \_\_\_\_\_  
Vanner P. Hegbloom, Area Manager

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 5<sup>th</sup> day of May, 2015, before me, a Notary Public, personally appeared **Steve Widmyer and Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

~~~~~

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_ day of May, 2015, before me, a Notary Public, personally appeared **Vanner P. Hegbloom**, known to me to be the Area Manager, of **Knife River Corporation - Northwest**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

## Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

**1. Compliance with Regulations**

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**2. Non-discrimination**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

**4. Information and Reports**

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

**5. Sanctions for Non-compliance**

In the event of the contractor’s non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

**Incorporation of Provisions**

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

# **PUBLIC WORKS STAFF REPORT**

**DATE:** April 27, 2015  
**FROM:** Tim Martin, Street Superintendent  
**SUBJECT:** **DECLARE SURPLUS USED EQUIPMENT**

---

## **DECISION POINT:**

The purpose of this report is for consent to declare various pieces of used assets and items to be deemed surplus and authorization to auction.

## **HISTORY:**

The description of the auction items has historically gone through the Public Works committee prior to Council for consent.

## **PERFORMANCE ANALYSIS**

This equipment/ vehicles has been deemed of little value to departments. We looked to provide or offer in-house before we sent items to surplus.

## **FINANCIAL ANALYSIS**

There is no cost to the taxpayers. The Auction house takes a percentage of the bid auction item. Very minimal cost to the department for us to shuttle items to Post Falls.

## **DECISION POINT:**

The purpose of this report is to ask for Council Consent to declare this equipment surplus.

List of items

Here is a brief description of each item,

- 1995 Crown Vic - Admin 103 , 75,000 miles. This vehicle first started in the Police department, then transferred to Administration. It burns oil, and is seen by our Shop Supervisor as a strong candidate to go to auction. For consistency in use we looked at prior records and this vehicle has been driven 1200 miles in the last (10) ten years.
- Planning Department 901 is a 2000 Chevrolet Impala. This vehicle has 107,486 miles and multiple issues such as window seal water issues, radiator and oil leaks.
- Parks Department 1986 Astro Van has 85,000 miles and been replaced with a newer Special Needs van several years ago and was used sparingly by departments.

# PUBLIC WORKS COMMITTEE STAFF REPORT

**DATE:** April 20, 2015  
**FROM:** Mike Becker, Wastewater Utility Project Manager  
**SUBJECT:** Bid Results for the 2015 Open Trench Project.

=====

## DECISION POINT:

The City Council may wish to accept and award the City of Coeur d'Alene Wastewater Utility's 2015 Open Trench Project contract to the apparent low bidder.

## HISTORY:

In accordance with Idaho Code, this project was advertised in the Coeur d'Alene Press March 31, 2015 and April 7, 2015 soliciting sealed bids for the 2015 Open Trench Project that would replace approximately 640 LF of existing sewer piping and appurtenances. Sealed Bids were publically opened and read on April 15, 2015 at 3:30 PM.

## FINANCIAL ANALYSIS:

The following is a tabulation of the contractor's bid results:

|                                                |               |
|------------------------------------------------|---------------|
| • T. LaRiviere Equipment and Excavation, Inc.: | \$ 142,835.00 |
| • Earthworks Northwest, Inc.:                  | \$ 164,000.00 |
| • MDM Construction, Inc.:                      | \$ 182,885.00 |
| • ACI Northwest, Inc.:                         | \$ 194,540.00 |
| • S&L Underground, Inc.:                       | \$ 199,780.00 |
| • Big Sky Development:                         | \$ 204,514.37 |

The Engineer's (JUB) estimate of probable cost: \$ 220,000.00

The apparent low and responsive bid was submitted by T. LaRiviere Equipment and Excavation, Inc., with a total bid price of \$142,835.00.

## PERFORMANCE ANALYSIS:

The Wastewater Utility planned for this project during the FY 2014/15 budget and has the available funds for this project. This will be the first project the WW Utility has with T. LaReviere; however, the contractor has successfully completed projects to the satisfaction of the Engineering Department

## RECOMMENDATION:

Award the 2015 Open Trench Project contract to T. LaRiviere Equipment and Excavation, Inc., for the total bid price of \$142,835.00.

## Contract

THIS CONTRACT, made and entered into this 5<sup>TH</sup> day of May, 2015, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as "CITY", and **T. LaRIVIERE EQUIPMENT & EXCAVATION, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 24279 N Vlazy S Lane, Athol, Idaho 83801 (PO Box 100, Athol, Idaho 838010), hereinafter referred to as the CONTRACTOR.

### W I T N E S S E T H:

THAT, WHEREAS, the said CONTRACTOR has been awarded the contract for the **2015 Open Trench Project** in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

### **City of Coeur d'Alene – Wastewater Utility - 2015 Open Trench Project**

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the CITY OF COEUR D'ALENE, as hereinafter set forth, the CONTRACTOR shall make improvements as set forth in the said plans and specifications described above, in said city, furnishing all labor and materials therefor according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the Water Superintendent, and all labor performed shall be of first-class workmanship.

The CONTRACTOR shall employ appropriate means to prevent accidents and defend the CITY from all claims for injury to person or property resulting from the CONTRACTOR's actions or omissions in performance of this contract, and to that end shall maintain insurance of the type and in the amount specified in the Contract Documents, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code. Certificates of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed in the office of the City Clerk.

The CONTRACTOR agrees to maintain Workman's' Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the CONTRACTOR fail to maintain such insurance during the entire term hereof, the CITY shall indemnify the CONTRACTOR against any loss resulting to the CITY from such failure, either by way of compensation or additional premium liability. The CONTRACTOR shall furnish to the CITY, prior to commencement of the work, such evidence as the CITY may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the CITY, a surety bond in an amount sufficient to make such payments.



The CONTRACTOR shall furnish the CITY certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney.

The CITY OF COEUR D'ALENE, the CITY, shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, a sum not to exceed **One Hundred Forty Two Thousand, Eight Hundred Thirty Five and No/100 Dollars (\$142,835.00)**, as provided in the Unit Price Schedule. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the contractor has obtained from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Treasurer.

| ITEM NO.               | ITEM DESCRIPTION                                                       | EST. QUAN. | UNIT | UNIT PRICE  | TOTAL PRICE         |
|------------------------|------------------------------------------------------------------------|------------|------|-------------|---------------------|
| 201.4.1.D.1            | Removal of Existing Asphalt                                            | 3,300      | SY   | \$2.75      | \$9,075.00          |
| 307.4.1.G.1            | Type "B" Surface Restoration (Superpave HMA, Class SP-3, ½" Aggregate) | 3,300      | SY   | \$17.00     | \$56,100.00         |
| 501.4.1.B.1            | Gravity Sewer - Size 8" - Type PVC ASTM 3034                           | 640        | LF   | \$35.00     | \$22,400.00         |
| 501.4.1.B.1            | Gravity Sewer - Size 15" - Type PVC ASTM 3034                          | 40         | LF   | \$56.00     | \$2,240.00          |
| 502.4.1.A.1            | Sanitary Sewer Manhole – 48" Diameter                                  | 3          | EA   | \$2,200.00  | \$6,600.00          |
| 502.4.1.G.1            | Remove & Dispose of/Abandon Existing Sanitary Sewer Manhole            | 3          | EA   | \$450.00    | \$1,350.00          |
| 601.4.1.A.1            | Storm Drain Pipe - Size 8" - Type PVC ASTM 3034                        | 35         | LF   | \$42.00     | \$1,470.00          |
| 601.4.1.A.1            | Storm Drain Pipe - Size 8" - Type PVC ASTM D2241                       | 90         | LF   | \$45.00     | \$4,050.00          |
| 602.4.1.A.1            | Storm Drain Manhole - Size 48"                                         | 1          | EA   | \$1,900.00  | \$1,900.00          |
| 602.4.1.F.1            | Catch Basin – Type 1                                                   | 4          | EA   | \$1,700.00  | \$6,800.00          |
| 602.4.1.R.1            | Remove and Dispose of/Abandon Existing Storm Drain Manhole             | 1          | LS   | \$350.00    | \$350.00            |
| 1103.4.1.A.1           | Construction Traffic Control                                           | 1          | LS   | \$4,500.00  | \$4,500.00          |
| 2010.4.1.A.1           | Mobilization                                                           | 1          | LS   | \$26,000.00 | \$26,000.00         |
| <b>TOTAL BASE BID:</b> |                                                                        |            |      |             | <b>\$142,835.00</b> |

The Work shall be substantially complete within **forty-five (45) calendar days** after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, or by **August 31, 2015**, whichever comes first, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **thirty (30) calendar days** after the date of substantial completion.

The CITY and the CONTRACTOR recognize that time is of the essence and failure of the CONTRACTOR to complete the work within the time allowed shall result in damages being sustained by the CITY. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the CONTRACTOR shall fail to complete the work within the above time limit, the CONTRACTOR shall pay to the CITY or have withheld

from moneys due, liquidated damages at the rate of **\$750.00** per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the CONTRACTOR must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the contractor, in which case the CONTRACTOR may employ ten percent (10%) nonresidents; provided, however, in all cases the CONTRACTOR must give preference to the employment of bona fide residents in the performance of said work.

The CONTRACTOR further agrees: In consideration of securing the business of constructing the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him thereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said contractor is liable.

The **CONTRACTOR** further agrees, in consideration of securing this contract, to comply will all the requirements of **Attachment 1**, which by this reference is incorporated herein.

IT IS FURTHER AGREED that for additions or deductions to the plans and specifications, the unit prices as set forth in the written proposal of the CONTRACTOR are hereby made a part of this contract.

For the faithful performance of this contract in accordance with the plans and specifications and payment for all labor and materials, the CONTRACTOR shall execute good and sufficient performance bond and payment bond each in the amount of one hundred percent (100%) of the total amount of the bid as herein before stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" are defined in "Standard General Conditions of the Construction Contract" ISPWC Division 100.

THIS CONTRACT, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of said city, the City Clerk has affixed the seal of said city hereto, and the CONTRACTOR has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

**CITY:**

CITY OF COEUR D'ALENE  
KOOTENAI COUNTY, IDAHO

By: \_\_\_\_\_  
Steve Widmyer, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

**CONTRACTOR:**

T. LaRIVIERE EQUIPMENT &  
EXCAVATION, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF IDAHO )  
                                  ) ss.  
County of Kootenai )

On this 5<sup>TH</sup> day of May, 2015, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF IDAHO )  
                                  ) ss.  
County of Kootenai )

On this \_\_\_ day of May, 2015, before me, a Notary Public, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me to be the \_\_\_\_\_ and \_\_\_\_\_, of **T. LaRIVIERE EQUIPMENT & EXCAVATION, INC.**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

## Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**1. Compliance with Regulations**

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**2. Non-discrimination**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

**4. Information and Reports**

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

**5. Sanctions for Non-compliance**

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

**Incorporation of Provisions**

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

CITY COUNCIL  
STAFF REPORT

DATE: April 20, 2015

FROM: Lee White  
Chief of Police

SUBJECT: School Resource Officer agreement between the Coeur d'Alene School District #271 and the City of Coeur d'Alene.

---

**Decision Point:**

Should the City of Coeur d'Alene enter into a contract to continue the School Resource Officer program with School District #271 for fiscal year 2015-2016.

**History:**

The City of Coeur d'Alene and School District #271 have maintained the SRO partnership since 1999. Both the Police Department and the School District have deemed the SRO program not only successful, but vital to providing campus safety. The partnership's success can be tangibly measured in the reduction of campus related crimes and case clearance rates.

**Financial Analysis:**

The school district has agreed to pay \$359,660.94 of the personnel costs associated with this program as well as all the overtime costs incurred by the School Resource Officers for school events.

**Performance Analysis:**

The SRO program has specifically impacted campus crime as documented by standard crime reporting data, and semester statistics specifically related to individual schools. The SRO program has provided the police department an open communication link with students, educators and citizens that have directly resulted in solving several crimes that might not have been solved.

**Quality of Life Analysis:**

The SRO program has provided an excellent way for police, students, teachers, and other citizens to interact in a positive proactive manner. The full impact of these programs on the quality of life is evident in the daily positive activity in our schools. The feedback from all involved truly believe the schools are a safer place. In addition they feel the police and citizens have a more positive relationship.

**Decision Point:**

Should the City of Coeur d'Alene enter into a contract to continue the School Resource Officer program with School District #271 for fiscal year 2012-2013. The School District is committed to this program and has already agreed to maintain this program for the fiscal school year of 2015-2016.

AGREEMENT BETWEEN THE  
COEUR D'ALENE SCHOOL DISTRICT #271

and

THE CITY OF COEUR D'ALENE

for

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS  
DISTRICT'S FISCAL YEAR 2015-2016

THIS AGREEMENT is entered into this 5<sup>th</sup> day of May, 2015, by and between School District #271, Coeur d'Alene, Idaho, hereinafter referred to as DISTRICT, and the City of Coeur d'Alene, having its principal business office located at 710 Mullan, Coeur d'Alene, Idaho, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, safety and security on and around high school, middle school, and elementary school campuses is an essential element for a positive educational environment; and

WHEREAS, the safety and well being of students on high school, middle school, and elementary school campuses is a concern shared by both the CITY and the DISTRICT, and a coordinated effort is deemed the most effective and efficient means to provide for campus security; and

WHEREAS, the presence of uniformed police officers on school campuses, in addition to basic law enforcement services, allows for an array of police services to be provided to both students and staff such as the dissemination of information on the police department, the criminal justice system, gang intervention and prevention, and alcohol and drug abuse prevention.

NOW THEREFORE, the parties to this agreement do mutually agree as follows:

I. RESPONSIBILITIES OF CITY

1. CITY agrees to provide seven (7) School Resource Officers in order to provide a uniformed high visibility presence on and around the high school, middle school and elementary campuses, located in the City of Coeur d'Alene; and
2. CITY agrees to furnish normal equipment for officers who perform this service, including use of Coeur d'Alene Police Department vehicles; and

3. CITY agrees the officers will facilitate classroom and faculty presentations related to the youth and the law, at elementary schools, Coeur d'Alene High School, Lake City High School, Venture High School, Woodland Middle School, Canfield Middle School, Lakes Middle School, and the following 7 Elementary' s – Borah, Bryan, Fernan, Ramsey, Skyway, Sorenson, and Winton. SRO's will investigate youth related criminal cases, continue to work with community agencies and parent/teacher groups, schedule security activities as needed, be the first responder in all law enforcement related matters as they occur during regularly scheduled work hours for the officer; and
4. CITY agrees to have officers attend various sporting events and other extra curricular activities as needed for pro-active enforcement and interaction; and
5. CITY agrees to document and investigate all incidents of crime as per the police department's policies and procedures.

## II. RESPONSIBILITIES OF DISTRICT

1. DISTRICT agrees to provide office space, furnishings and supplies for each School Resource Officer; and
2. DISTRICT agrees to furnish any special equipment or material necessary for the performance of this service as such equipment or material shall be identified and agreed to by the parties in writing; and
3. DISTRICT agrees each officer shall be responsible primarily to their Police Department Supervisor and secondarily to the principal of the high school to which they are assigned.
4. DISTRICT agrees to pay all overtime for the School Resource Officers.

## III. CONTROL AND JURISDICTION

Prevention, education and training may take place at elementary schools, Coeur d'Alene High School, Lake City High School, Venture High School, Woodland Middle School, Canfield Middle School and Lakes Middle School located in the City of Coeur d'Alene as such activity relates to the DISTRICT.

The School Resource Officers will remain under the employment, direction, and control of the Coeur d'Alene Police Department. The Resource Officers are employees of the City of Coeur d'Alene as employee is defined under Idaho Code 6-902(4). The City of Coeur d'Alene shall remain responsible for the actions of the School Resource Officers, and shall maintain liability insurance, or self insurance as the case may be in order to protect the district from any



claims under the Idaho Tort Claims Act, Idaho Code 6-901 et seq., or any other alleged act or omission of the School Resource Officers including but not limited to alleged Civil Rights violations.

The DISTRICT shall endeavor to provide the CITY with requests for additional officers or for work assignments occurring outside regular high school or middle school hours (that are not usual police duties) prior to the beginning of the school year. DISTRICT will update the CITY at reasonable intervals in order to assist the CITY in scheduling officers. Any requests for services by the CITY outside the scope of this agreement shall be negotiated for compensation prior to the incurrence of such work assignments, the same shall be agreed to in writing.

#### IV. CONSIDERATION

In consideration of all services hereinbefore described, DISTRICT agrees to pay and CITY agrees to accept in full payment therefore the amount of Three Hundred Fifty-Nine Thousand Six Hundred Sixty Dollars and 94/100 (\$359,660.94) to be paid quarterly.

#### V. TERM, AMENDMENT, RENEWAL AND TERMINATION OF AGREEMENT

1. The term of this Agreement shall remain in effect for the 2015-2016 public school fiscal year.
2. This Agreement may be amended or renewed in writing by consent of CITY and DISTRICT as permitted by law.
3. This Agreement may be terminated at any time in writing by mutual consent of CITY and DISTRICT.
4. On or before July 1, 2016, both parties shall meet to evaluate the program prior to deciding whether to continue.

#### VI. IDAHO LAW CONTROLS

It is expressly understood and agreed by CITY and DISTRICT that the laws of the State of Idaho shall govern them and the interpretation of this Agreement shall be initiated exclusively in the Courts of the State of Idaho.

#### VII. SUCCESSORS-IN-INTEREST AND ASSIGNS

All terms, conditions and provisions hereof shall inure to and shall bind the parties hereto, their respective successors in interest and assigns.

IN WITNESS THEREOF, CITY and DISTRICT have caused the Agreement to be signed in their behalf by duly authorized representative on the \_\_\_\_\_ day of May, 2015, pursuant to Resolution No. 15-018, authorized the City Mayor to sign same.

CITY OF COEUR D' ALENE  
#271

COEUR D' ALENE SCHOOL DISTRICT

By: \_\_\_\_\_  
Steve Widmyer, Mayor

By: \_\_\_\_\_  
Christa Hazel, Chairperson

Attest:

Attest:

\_\_\_\_\_  
Renata McLeod, City Clerk

\_\_\_\_\_  
Lynn Towne, Clerk of the Board

APPROVED as to form and legality this \_\_\_\_\_ day of May, 2015.

By: \_\_\_\_\_  
Michael C. Gridley, City Attorney

By: \_\_\_\_\_  
Mark Lyons, Attorney for School District 271

CITY COUNCIL  
STAFF REPORT

DATE: April 20<sup>th</sup> 2015

FROM: Lee White,  
Chief of Police

SUBJECT: Enter into an agreement with North Idaho College to provide one police officer on campus for the 2015-2016 school year.

---

**Decision Point:**

Should the City of Coeur d'Alene enter into a contract to initiate a School Resource Officer program and provide one police officer to be assigned to the North Idaho College campus for fiscal school year 2015-2016.

**History:**

The City of Coeur d'Alene and North Idaho College have maintained a positive working relationship. The police department has responded to calls for service on the campus with appreciation from the NIC administration. In response to national and local trends with regard to providing campus safety, NIC has deemed a police presence as a positive enhancement to their campus.

**Financial Analysis:**

North Idaho College has agreed to pay \$51,500 of the personnel costs associated with this program as well as all the overtime costs incurred by the School Resource Officer for school events. The SRO is responsible specifically for monitoring and patrolling the college campus.

**Performance Analysis:**

The SRO program has proven to be a positive impact on public school campuses. The SRO program has provided the police department an open communication link with students, educators and citizens that have directly resulted in solving several crimes that may have gone unsolved. This program brings additional police services to the North Idaho College campus and Fort Ground area of Coeur d'Alene. The SRO program achieves a community policing enhancement in addressing crimes committed on and around campus. In addition the police department has the benefit of using the SRO officer for patrol during the busy summer months.

**Quality of Life Analysis:**

The history of our SRO program has provided an excellent way for police, students, teachers, and other citizens to interact in a positive proactive manner. The full impact of these programs on the quality of life is evident in the daily positive activity on campus. The feedbacks from all involved believe the NIC campus is a safer place with an SRO. In addition they feel the police and citizens have a more positive relationship.

**Decision Point:**

Should the City of Coeur d'Alene enter into a contract to begin a School Resource Officer program and provide one police officer to be assigned to the North Idaho College campus for fiscal school year 2015-2016.

AGREEMENT BETWEEN THE

NORTH IDAHO COLLEGE

and

THE CITY OF COEUR D'ALENE

for

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS  
DISTRICT'S FISCAL YEAR 2015-2016

THIS AGREEMENT is entered into this 5<sup>th</sup> day of May, 2015, by and between North Idaho College, Coeur d'Alene, Idaho, hereinafter referred to as NIC, and the City of Coeur d'Alene, having its principal business office located at 710 Mullan, Coeur d'Alene, Idaho, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, safety and security on and around the college campus is an essential element for a positive educational environment; and

WHEREAS, the safety and well-being of students, faculty, staff and administration, on NIC campus is a concern shared by both the CITY and NIC, and a coordinated effort is deemed the most effective and efficient means to provide for campus security; and

WHEREAS, the presence of uniformed police officers on the college campus, in addition to basic law enforcement services, allows for an array of police services to be provided to both students and staff such as the dissemination of information about the police department, the criminal justice system, emergency response best practices, and alcohol and drug abuse prevention.

NOW THEREFORE, the parties to this agreement do mutually agree as follows:

I. RESPONSIBILITIES OF CITY

1. CITY agrees to provide one (1) School Resource Officer in order to provide a uniformed high visibility presence on and around the NIC campus, located in the City of Coeur d'Alene; and

2. CITY agrees to furnish normal equipment for the officer who performs this service, including use of Coeur d'Alene Police Department vehicles; and

3. CITY agrees the officer will facilitate classroom and faculty presentations related the law, at NIC. The School Resource Officer (SRO) will investigate related criminal cases on campus, continue to work with community agencies in emergency response procedures, schedule security activities as needed, be the first responder in all law enforcement related matters as they occur during regularly scheduled work hours for the officer; and
4. CITY agrees to have the officer attend various sporting events and other extra curricular activities as needed for pro-active enforcement and interaction; and
5. CITY agrees to document and investigate all incidents of crime as per the police department's policies and procedures.

## II. RESPONSIBILITIES OF NIC

1. NIC agrees to provide office space, furnishings and supplies for a School Resource Officer; and
2. NIC agrees to furnish any special equipment or material necessary for the performance of this service as such equipment or material shall be identified and agreed to by the parties in writing; and
3. NIC agrees the officer shall be responsible primarily to their Police Department Supervisor and secondarily to the President or their designee at NIC
4. NIC agrees to pay all overtime for the School Resource Officer.

## III. CONTROL AND JURISDICTION

Prevention, education and training may take place at NIC located in the City of Coeur d'Alene as such activity relates to NIC.

The School Resource Officer will remain under the employment, direction, and control of the Coeur d'Alene Police Department. The Resource Officer is an employee of the City of Coeur d'Alene as employee is defined under Idaho Code 6-902(4). The City of Coeur d'Alene shall remain responsible for the actions of the School Resource Officer, and shall maintain liability insurance, or self insurance as the case may be in order to protect NIC from any claims under the Idaho Tort Claims Act, Idaho Code 6-901 et seq., or any other alleged act or omission of the School Resource Officer including but not limited to alleged Civil Rights violations.

NIC shall endeavor to provide the CITY with requests for additional officers, or for work assignments occurring outside regular school hours (that are not usual police duties) prior to the

beginning of the school year. NIC will update the CITY at reasonable intervals in order to assist the CITY in scheduling officers. Any requests for services by the CITY outside the scope of this agreement shall be negotiated for compensation prior to the incurrence of such work assignments, the same shall be agreed to in writing.

#### IV. CONSIDERATION

In consideration of all services hereinbefore described, NIC agrees to pay and CITY agrees to accept in full payment therefore the amount of Fifty-One Thousand and Five Hundred dollars and 00/100 (\$51,500.00) to be billed the first ( July, August, September) and third quarter (January, February, March) of the year. All overtime expenses will be billed quarterly.

#### V. TERM, AMENDMENT, RENEWAL AND TERMINATION OF AGREEMENT

1. The term of this Agreement shall remain in effect for the 2015-2016 NIC fiscal year.
2. This Agreement may be amended or renewed in writing by consent of CITY and NIC as permitted by law.
3. This Agreement may be terminated at any time in writing by mutual consent of CITY and NIC.
4. On or before July 1, 2016, both parties shall meet to evaluate the program prior to deciding whether to continue.

#### VI. IDAHO LAW CONTROLS

It is expressly understood and agreed by CITY and NIC that the laws of the State of Idaho shall govern them and the interpretation of this Agreement shall be initiated exclusively in the Courts of the State of Idaho.

#### VII. SUCCESSORS-IN-INTEREST AND ASSIGNS

All terms, conditions and provisions hereof shall inure to and shall bind the parties hereto, their respective successors in interest and assigns.



IN WITNESS THEREOF, CITY and NIC have caused the Agreement to be signed in their behalf by duly authorized representative on the \_\_\_\_ day of May, 2015, pursuant to Resolution No. 15-018, authorized the City Mayor to sign same.

CITY OF COEUR D'ALENE

NORTH IDAHO COLLEGE

By: \_\_\_\_\_  
Steve Widmyer, Mayor

By: \_\_\_\_\_  
Joe Dunlap, President

Attest:

Attest:

\_\_\_\_\_  
Renata McLeod, City Clerk

\_\_\_\_\_  
Shannon Goodrich, Clerk of the Board

APPROVED as to form and legality this \_\_\_\_ day of May, 2015.

By: \_\_\_\_\_  
Michael C. Gridley, City Attorney

By: \_\_\_\_\_  
Mark Lyons, Attorney for North Idaho College

# ANNOUNCEMENTS

# Memo to Council

**DATE:** April 24, 2015

**RE:** Appointments to Boards/Commissions/Committees

The following appointments are presented for your consideration for the May 5th Council Meeting:

**LYNN FLEMING  
LEWIS RUMPLER**

**PLANNING COMMISSION (2 YR TERM)  
PLANNING COMMISSION (6 YR TERM)**

Copies of the Data sheets have been placed by your mailboxes.

Sincerely,

**Amy Ferguson  
Executive Assistant**

**cc: Renata McLeod, Municipal Services Director  
Shana Stuhlmiller, Planning Commission Staff Support**

OTHER COMMITTEE MINUTES  
(Requiring Council Action)

April 27, 2015  
**GENERAL SERVICES COMMITTEE**  
**MINUTES**  
**12:00 p.m., Library Community Room**

**COMMITTEE MEMBERS**

Council Member Ron Edinger, Chairperson  
Council Member Steve Adams  
Council Member Amy Evans

**STAFF**

Juanita Knight, Senior Legal Assistant  
Wes Somerton, Chief Criminal Deputy City Attorney  
Warren Wilson, Chief Civil Deputy City Attorney  
Chief Lee White, Police  
Sgt. Christie Wood, Police Community Relations  
Keith Erickson, Communications Coordinator  
Jim Hammond, City Administrator  
Troy Tymesen, Finance Director

**Item 1.           Approving Council Bill No. 15-1009 – Off Street Parking Amendments.**  
**(CB 15-1009)**

Wes Somerton explained that the proposed amendments provide new definition, new rules for conduct within parking facilities and specific prohibited activities within parking facilities, and makes these changes consistent throughout the city code as applied to parking facilities and the definitions of public property. Mr. Somerton noted in his staff report that the structure of McEuen Park allowed the consolidation of numerous off-street parking facilities and created a parking garage. The parking garage has seen an increase of police calls for service at the facility, many for disruptive behavior and actions that create public safety concern and conflict with the intended uses of the parking facilities. Complains from conflicting uses, including property damage, illegal drug usage and illegal speed contest have increased since the parking garage opened in March 2014.

Councilmember Evans said she is the committee liaison for the Parking Commission and knows they have put a great deal of time and effort into this amendment to make sure everything has been addressed.

Councilmember Adams asked about the no smoking regulations for any enclosed areas. Mr. Somerton said that is for the stairwells, elevators, and bathrooms.

Councilmember Edinger asked if there have been a lot of problems at the parking facility. Chief White said the majority of complaints are criminal in nature and more nuisance/quality of life type things. They do get frequent complaints about regarding loitering and speeding. Chief White said they are confident this ordinance addresses all the concerns and give them the ability to take action, if necessary.

**MOTION: by Adams seconded by Evans to recommend that Council adopt Council Bill No. 15-1009 approving amendments to the Off Street Parking Regulations. Motion Carried.**

**Item 2.           Repeal Municipal Code Chapter 1.1- entitled Legislative Process.**  
**(CB 15-1007)**

Warren Wilson said he is recommending the repeal of Municipal Code Chapter 1.10. He explained that Chapter 1.10 contains the City's regulations governing initiative and referendums. These regulations are largely superseded by the Idaho Code provisions for initiatives and referendums contain in I.C. Title 34 Chapter 18. On April 6, 2015, Governor Otter signed HB 216aa into law. HB216aa, when it takes effect on July 1, 2015, will void all city rules regarding initiatives and referendums. Because of the lead time required necessary to

qualify an initiative /referendum for the ballot, it is too late for anyone seeking an initiative this year to do so prior to July 2, 0215. As such, M.C. Chapter 1.1- can be repealed now with no impact.

**MOTION: by Evans seconded by Adams to recommend that Council adopt Council Bill No. 15-1007 repealing Chapter 1.10 entitled Legislative Process. Motion Carried.**

**Item 3. Approval of School Resource Officer Agreement with the Coeur d'Alene School District #271.  
(Resolution No. 15-018)**

Chief White is requesting Council approve an agreement to continue the SRO program with SD #271 for fiscal year 2015-2016. Chief White said we have maintained the SRO partnership since 1999. Both entities have deemed the SRO program not only successful but vital to providing campus safety. The partnership's success can be tangibly measure in the reduction of campus related crimes and case clearance rates. The District has agreed to pay \$359,660 of the personnel costs associated with this program as well as all the overtime costs incurred by the SRO for school events.

Councilmember Evans asked how the 7 schools were identified. Sgt. Wood said those are schools that are within the city limits.

**MOTION: by Adams seconded by Evans to recommend that Council adopt Resolution No. 15-018 approving a School Resource Officer agreement with SD #271 for fiscal year 2015-2016. Motion Carried.**

**Item 4. Approval of School Resource Officer Agreement with North Idaho College.  
(Resolution No. 15-018)**

Chief White is requesting Council approve an agreement with North Idaho College to provide one police officer on campus for the 2015-2016 school year. Chief White said the Police Department has responded to calls for service on the campus with appreciation form the NIC administration. In response to national and local trends, with regard to providing campus safety, NIC has deemed a police presence as a positive enhancement to their campus. NIC has agreed to pay \$51,500 of the personnel costs associated with this program as well as all the overtime costs incurred by the SRO for school events. The SRO is responsible specifically monitoring and patrolling the college campus.

Councilmember Edinger asked if there have been any issues since the legislature passed weapons on campus. Chief White said he doesn't believe it has affected them too much this school year. Sgt. Wood said there have been just a handful of incident, usually just a misunderstanding where a person on campus will see another person with a concealed weapon. She said they don't spend a lot of time on verifying the enhanced weapons permit, they only really deal with it if there is a behavior associated with the incident. There are a lot more issues having to do with drugs, mental health issues, etc.

**MOTION: by Adams seconded by Evans to recommend that Council adopt Resolution No. 15-018 approving an agreement to provide one police officer to be assigned to the North Idaho College campus for fiscal school year 2015-2016. Motion Carried.**

The meeting adjourned at 12:16 p.m.

Respectfully submitted,  
[Juanita Knight](#)  
Recording Secretary

GENERAL SERVICES COMMITTEE  
STAFF REPORT

FROM: Parking Commission  
Wes Somerton – Chief Criminal Deputy City Attorney

DATE: April 23, 2015

RE: AMENDED CITY CODE REGARDING PARKING FACILITIES

**DECISION POINT:**

Adopt the proposed ordinance amendments regarding city off-street parking facilities.

**HISTORY:**

The restructure of McEuen Park allowed the consolidation of numerous off-street parking facilities and created a parking garage. The parking garage has seen an increase of police calls for service at the facility, many for disruptive behavior and actions that create public safety concerns and conflict with the intended uses of the parking facilities. Complaints from conflicting uses, including property damage, illegal drug usage and illegal speed contest have increased since the parking garage opened in March 2014.

The proposed ordinance amendments provide new definitions, new rules for conduct within parking facilities and specific prohibited activities within parking facilities, and makes these changes consistent throughout the city code as applied to parking facilities and the definitions of public property.

**FINANCIAL ANALYSIS:**

Direct costs included are staff time to prepare, Parking Commission review and publication costs of the proposed ordinance changes. Without tools to control and curb behaviors within the parking facilities repair costs will increase.

**PERFORMANCE ANALYSIS:**

The Parking Commission reviewed and provided comments, edits and valuable insight on how to reasonably address the unique problems and opportunities all the city parking facilities present. Currently law enforcement and parking enforcement can only encourage persons who gather for purposes other than the intended use of the parking facility to move on; however the enforcement personnel have very limited means to require compliance.

The proposed amendments establish rules of conduct for parking facilities and prohibit uses that conflict with the intended uses. Some parking facilities see conflicts between busy vehicle parking and associated pedestrian use and uses by persons that have no connection to vehicle use of the facility. These changes will allow the city enforcement personnel to ensure the parking structure is used as intended as a safe and clean parking facility.

**DECISION POINT:**

Adopt the ordinance amendments which include consolidating facilities, renaming and redefining public property, establishing rules of conduct, prohibiting activities that conflict with the purpose of the off-street parking facilities.



ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 15-1009

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 4.05.030, 4.15.010, 4.15.020, 4.15.030, 4.15.040, 4.15.060, 4.15.070, 4.15.080, 4.15.090, 4.15.100, 4.15.110, 4.15.115, 4.15.120, 4.15.130, 4.25.030, 4.25.070, 4.25.120, 8.36.100, 8.48.030, 10.04.010, 10.22.100, 10.24.020, 10.27.010, 10.27.020, AND REPEALING MUNICIPAL CODE SECTION 4.15.050; TO UPDATE DEFINITIONS, REVISE THE ALLOWED USES OF THE CITY PARKING LOT CAPITAL IMPROVEMENT FUND, AND UPDATE RULES OF CONDUCT FOR CITY PARKING FACILITIES; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS improvements to McEuen Park allowed for the consolidation of public off-street parking areas adjacent to the McEuen Park;

WHEREAS the City of Coeur d'Alene constructed a public off-street parking facility adjacent to Front Avenue between Third Street and Sixth Street which includes a parking garage;

WHEREAS the McEuen parking facility provide cover from the elements of weather and creates locations where persons may hide or conceal themselves from public view which creates a public safety concern;

WHEREAS since opening in March 2014 unlawful activities conducted in the parking garage include underage drinking, theft, property damage, unruly and rowdy crowds and groups of people congregating within the city parking garage that disrupts the use and purpose of the parking facility;

WHEREAS based on the parking facilities being adjacent to large public parks the use of the parking surface for activities other than vehicle parking creates a public safety concern due to congestion of vehicles and people;

WHEREAS the city takes this opportunity to update public property definitions;

WHEREAS the city finds it is appropriate to identify activities that are not appropriate for public parking facilities;

NOW THEREFORE, after recommendation by the *General Services Committee* it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

BE IT ORDAINED, by the Mayor and City Council of the City of Coeur d'Alene:

**SECTION 1.** *That Municipal Code Section 4.05.030 is amended to read as follows:*

**4.05.030: DEFINITIONS:**

**A. Public Property:** Whenever in this title, or in this municipal code generally, areas of public property are described by the following terms, such terms refer to the areas of property described below:

**BLUEGRASS PARK:** An approximate 11 acre park located in the Coeur d'Alene Place subdivision at 5757 Dalton Avenue and generally bounded by Dalton Avenue on the south and west sides, private residences on the north side and Lafayette Lane on the east side (Lot 1, Block 14, Coeur d'Alene Place Subdivision).

**BRYAN FIELD:** An approximate 1.5 acre park located at 1135 North 10th Street and generally bounded by Maple Avenue to the south, private residences to the west, Harrison Avenue to the north and 10th Street on the east (Tax # 3962 and 3964). ~~The park is owned by School District 271 and maintained by the city.~~

**CANFIELD MOUNTAIN TRAIL COMPLEX:** An approximate 24 acre, natural open space area located at 2305 Mountain Vista Drive in the Copper Ridge subdivision and generally bounded by Mountain Vista Drive on the south and west sides (Lot 17, Block 1, Copper Ridge Subdivision).

**CANFIELD SPORTS COMPLEX:** An approximate 16 acre playfield located at 5525 Mountain Vista Drive and generally bounded by Dalton Ave. on the north, Mountain Vista Ave, on the east, private residences on the south and Canfield Middle School and private residences on the west (Lot 1, Block 17, Canfield Park Subdivision and Tax #15594).

**CHERRY HILL PARK:** An approximate 30 acre park and natural open space area located at 1525 Hazel Avenue and generally bounded by Best Hill Road to the east, Hazel Avenue to the south, 15th Street and Fire Station #3 to the west, and private property to the north (Tax # 18342 and a portion of Tax # 18970).

**CITY BEACH:** A public beach located in City Park and generally bounded on the east by the west line of Government Lot 49, on the west by Park Drive, on the north by the south line of the concrete seawall abutting the south edge of the city park, and the south by Coeur d'Alene Lake.

**CITY HALL PARKING LOT FACILITY:** A parking ~~lot~~ facility adjacent to city hall, ~~paved, reserved and designated for the parking of vehicles east of the west line of Seventh Street, which is the east line of McEuen Field, south of Mullan Avenue, west of the west line of Eighth Street, and north of the north line of Young Avenue.~~ bounded by Eighth Street on the east, the right-of-way of Young Avenue on the south, McEuen Park on the west, and City Library on the north. This parking facility contains areas reserved for city vehicles and city hall specific business uses and overflow boat trailer parking for the Third Street Boat Ramp.

**CITY PARK:** An approximate 17 acre park located at 415 West Mullan Road and generally bounded by Lake Coeur d'Alene to the south, Park Drive to the west, Mullan Road to the north

and the Human Rights Institute, the Museum of North Idaho, and Independence Point to the east (portions of lots 48 and 49 of the Fort Sherman Abandoned Military Reserve recorded in book "B" of Plats at page 153A, Records of Kootenai County, in sections 13 and 14, Township 50 North, Range 4 West, Boise Meridian).

**COEUR D'ALENE SOCCER COMPLEX:** An approximate 8.5 acre playfield located at 6701 N. Courcelles Parkway in the Coeur d'Alene Place subdivision and generally bounded by Skyway Elementary School on the south, Courcelles Parkway on the east, Charlemagne Drive to the north and private property to west (Lot 3, Block 1, Coeur d'Alene Place Seventh Addition and Tax #18992).

**COMMERCIAL DOCK:** A floating dock extending from Independence Point into Lake Coeur d'Alene but excluding a private sea-plane dock attached to the end of the commercial dock with a gangway and gate.

**EAST TUBBS HILL PARK:** An approximate 2 acre natural open space area and trail head located at 982 E. Lakeshore Drive and generally bounded by Lake Coeur d'Alene on the south, Tubbs Hill on the north and west and E. Lakeshore Drive on the east (Tax # 882).

**FERNAN LAKE NATURAL AREA:** An approximate 47.20 acre natural open area located at 2751 East Potlatch Road on the south shore of Fernan Lake generally bounded by Lake Fernan on the north and private property on the south, east and west (Government Lot 1 in Section 20, except the south 100 feet thereof, and the east 1050 feet of Government Lot 2 in Section 19, Township 50 North, Range 3 West, Boise Meridian).

**FIRST STREET DOCK:** A floating dock extending into Lake Coeur d'Alene located between the Hagadone office building and the Coeur d'Alene Resort inside of the resort's floating dock at the extension of First Street south from Sherman Avenue.

**FOREST CEMETERY:** An approximate 21.20 acres cemetery located at 1001 Government Way and generally bounded by Short Avenue to the north, Government Way to the east, Lincoln Way to the west and private homes on A, B, C and D streets to the south (Ft. Sherman Aban'd Mil Res: Forest Cemetery; Forest Cemetery 1st & 2nd Addn's, Tx #904, All In Lots 9 & 10 Fort Sherman Abandoned Military Res).

**FORT SHERMAN PLAYGROUND:** ~~Fort Sherman Playground is~~ A large mostly wooden playground facility encompassed within a wooden picket fence located in City Park between the Kiwanis Bandshell and Mullan Park Drive.

**FOURTH STREET AND COEUR D'ALENE AVENUE PARKING LOT FACILITY:** A parking lot abutting the southwest corner of the intersection of 4th Street and Coeur d'Alene Avenue (Lots 3 and 4, Block H, The Town of Coeur d'Alene and Kings Addition, and the north 85 feet of Lots 5 and 6, Block H, The Town of Coeur d'Alene and King's Addition, Book "C" of Deeds, at page 144, records of Kootenai County, Idaho).

~~FOURTH STREET PARKING LOT: An approximate .75 acre parking lot located at the south end of 4th Street and generally bounded by Tubbs Hill/McEuen Field on the south and east, the Coeur d'Alene Resort on the west and Front Street on the north (Beginning at the SE corner of Block Q of Coeur d'Alene and Kings Addition to Sec. 13, Twp. 50 N., R. 4 W.B.M.; thence S. 60 ft. to the true point of beginning; thence S. 390 ft.; thence W. 600 ft.; thence N. 390 ft.; thence E. 600 ft. to the true point of beginning).~~

HUBBARD STREET BEACH: An approximate 0.4 acre park located on the south side of the 800 block of West Lake Shore Drive across from the end of Hubbard Street and generally bounded by Lake Coeur d'Alene to the south, North Idaho College beach front to the west, Lakeshore Drive to the south and private beaches to the east (Finch's Sub-Div, Lt 6 EX Tax # Blk 2).

INDEPENDENCE POINT: An approximate 3.1 acre passive use area within City Park located at 105 Northwest Boulevard, generally bounded on the north by a line extended from the seawall to the southwest line of Northwest Boulevard, on the northeast by the southwest line of Northwest Boulevard, on the east by the east line of Lot 49 and the southerly prolongation thereof to Coeur d'Alene Lake and on the west and the south by Coeur d'Alene Lake and the west line of Lot 49.

INDEPENDENCE POINT BEACH: A beach within Independence Point generally bounded by Lake Coeur d'Alene to the south, the Commercial Dock to the west, the Independence Point parking lot to the north and Coeur d'Alene Resort property to the east.

INDEPENDENCE POINT PARKING ~~LOT~~ FACILITY: An 87 space parking ~~lot~~ facility located at the intersection of First Street and Northwest Boulevard at Independence Point reserved and designated for public parking.

JENNY STOKES FIELD: An approximate 4 acre sports field located at 3880 N. Ramsey Road and generally bounded by Fire Station #2 and the Street Department yard to the south, Ramsey Road to the west, Kathleen Avenue to the north and private property to the east (Schreiber Addn, Tx # 14468 In Lt 2 Ex Pr/W).

JEWETT HOUSE: An approximate 2.2 acre special use facility, located at 1501 East Lakeshore Drive and generally bounded by Lake Coeur d'Alene to the south, 15th Street to the west and private property to the north and west (Tax # 11205).

JEWETT HOUSE BEACH: The shoreline and beach in Government Lot 3, Section 19, Township 50 North, Range 3 West, Boise Meridian, lying east of the west line of Section 19 and west of a line that is 200 feet east of and parallel with the west line of Section 19, along with all that land in Government Lot 5, Section 24, Township 50 North, Range 4 West, lying west of the east line of Section 24 and east of a line that is 20 feet west of and parallel with the east line of Section 24 and south of the south line of East Lakeshore Drive.

JOHNSON MILL RIVER PARK: An approximate 2 acre park located at 4340 W. Shoreview Lane generally bounded by the Spokane River on the south, the Mill River Home Owners

Association Park on the west, Shoreview Lane on the north and private property beginning at the approximate west right of way line of Grand Mill Road extended on the east (Lot 2, Block 6, Mill River 1st Add).

LANDINGS PARK: An approximate 11 acre park located at 3849 West Long Meadow Drive in the Landings subdivision generally bounded by private residences and West Long Meadow Drive to the south, Carrington Lane to the west, West Princeton Lane to the north and North Talon Lane to the east (Lt 1, Blk 6, Landings At Waterford 1st Add, Lt 1, Blk 8, Landings At Waterford 2nd Add & Lt 1, Blk 1, Landings At Waterford 3rd Add).

LEGACY PLACE PARK: An approximate 1 acre park located at 1201 West Joy Avenue generally bounded by Joy Avenue on the south, Barbie Street to the west, private farm land to the north and Aaron Street to the east (Lot 1, Block 2, Legacy Place).

LIBRARY PARKING ~~LOT~~ FACILITY: An approximate 1 acre parking ~~lot~~ facility adjacent to the Coeur d'Alene Public Library at the southwest corner of Front Avenue and Eighth Street. (All or portions of Lots 1 through 12, Block 38, Coeur d'Alene and Kings Addition, Kootenai County, ID.)

MCEUEN ~~FIELD~~ PARK: An approximate 15 acre park and sports field located at 420 East Front Avenue and generally bounded by Front ~~Street~~ Avenue on the North, Tubbs Hill on the south, City Hall and Coeur d'Alene Public Library to the east and the Coeur d'Alene Resort on the west (Ptn of Lt 1 & Vac City of Cda). McEuen ~~Field~~ Park includes Veterans Memorial Plaza, ~~the Third Street Parking Lot, the McEuen parking Facility and~~ the Third Street Boat Ramp and Mooring Docks ~~and Legion Field~~.

MCEUEN ~~FIELD~~ PARKING LOT FACILITY: ~~The partially enclosed parking structure located between Third Street and Sixth Street directly beneath and south of Front Avenue including the driverways, stariways and elevators contained therein. The paved area reserved for parking within McEuen Field (Beginning at a point which is at the intersection from the west of the south curbline of Front Street extended from the west and the west curbline of Fifth Street extended; Thence, southerly, 150.5 feet, said point being the true point of beginning; Thence, westerly, 17.5 feet to the west curbline of the parking lot as it now exists; Thence, southerly, 98.5 feet, along the west curbline, which is adjacent to and runs parallel with the sidewalk as it now exists, to a point; Thence, easterly, 76.4 feet along the south curbline of the existing parking lot, to a point; Thence, northerly, 107.6 feet along the east curbline of said parking lot, which runs adjacent to and parallel with the sidewalk which abuts the public restroom and public tennis courts, to a point; Thence, westerly, 58.9 feet to a point; Thence, southerly, 9.1 feet to the point of beginning).~~

MEMORIAL FIELD: An approximate 5 acre park and play field located at 501 West Mullan Road and generally bounded by Mullan Road on the south, Park Drive on the west, West Garden Avenue on the north and former BNSF rail line on the east (Sherman Park Add Lt 72 & A Portion Of Lt 48 Ft Sherman Aban'd Mil Res Ex R/W). Memorial Field includes the Memorial Field Skateboard and BMX Freestyle Park, Memorial Field Parking ~~Lot~~ Facility and the large

wooden grandstand on the north side of Mullan Road between the softball field and ~~Mullan Road~~ the Memorial Field Parking Facility.

MEMORIAL FIELD PARKING LOT FACILITY: An approximate 40 space paved parking area reserved for public parking within Memorial Field and generally bounded by Mullan Road, the Memorial Field grandstands and the former BNSF rail line.

MEMORIAL FIELD SKATEBOARD AND BMX FREESTYLE PARK: A skate park and BMX freestyle park and playground located within Memorial Field at 480 West Garden Avenue and generally bounded by Memorial Field softball field on the south, Park Drive on the west, West Garden Avenue on the north and the former BNSF rail line on the east.

MUSEUM PARKING LOT FACILITY: An approximate 107 space paved parking area reserved for public parking adjacent to the North Idaho Museum (~~Beginning at the intersection of the south right-of-way line of Mullan Avenue with the east right-of-way line of the Burlington Northern Railroad; thence southeasterly 600 feet or more or less along said east line; thence east to the west right-of-way line of Northwest Boulevard; thence northwesterly along said west line and continuing westerly along the south right-of-way line of Mullan Avenue to the point of beginning~~) generally bounded by Northwest Boulevard to the east, North Idaho Museum and City Park to the south, City Park to the west and Mullan Road to the north.

NORTH PINES PARK: An approximate 3.5 acre park located at 1015 East Lunceford Lane and generally bounded by East Lunceford Lane to the south, fenced private property to the west and north and 12th Street to the east (Lot 37, Blk 1, North Pines).

NORTHSHIRE PARK: An approximate 3.3 acre park located at 3889 West Nez Perce Road and generally bounded by West Nez Perce Road on the south, Abbey Road on the west, ~~undeveloped land owned by School District 271, currently used as a dog park~~ private property on the north, and Atlas Road to the east (Lot 1 Northshire Park Add).

PERSON FIELD: An approximate 7 acre park and play field ~~owned by the City of Coeur d'Alene and School District 271~~ located at 701 North 15th Street and generally bounded by Garden Avenue to the south, 13th Street to the west, an alley serving private residences off of Pennsylvania Avenue to the north, and 15th Street to the east (Lot 2, Block 1, Persons Add). ~~The dividing line between School District 271 property and city-owned property is just east of the eastern edge of the track.~~

PHIPPENY PARK: An approximate 2.5 acre park located at 827 North 8th Street and generally bounded by private residences to the south, ~~Seventh~~ 7th Street to the west, Montana Avenue to the North and ~~Eighth~~ 8th Street to the East (South 101 feet of Block 9, Block 10 and the North 100 feet of Block 11, Reid's Add To Cda and Tax #832).

RAMSEY PARK: An approximate 29 acre park and sports field located at 3525 North Ramsey Road and generally bounded by the Kroc Center on the south, the Prairie Trail to the west, a



private office building and apartments to the north and Ramsey Road to the east (Lots 1 and 2, Secondary Addition EX R/W & N2-NE-SE E OF RR EX R/W).

RIVERSTONE PARK: An approximate 11 acre park and pond located at 1805 Tilford Lane in Riverstone and generally bounded by the Prairie Trail to the south, private property to the west, north and east (Lots 9 and 12, Block 1, Riverstone West 1st Add).

RIVERVIEW CEMETERY: An approximate 7.2 acre cemetery located at 1065 North Lincoln Way and generally bounded by Northwest Boulevard and private property on the west, Harrison Avenue on the north. The cemetery has irregular property lines. The south side is bordered by condominiums and a commercial business. Lincoln Way on the east and private property on the south (Ft Sherman Abn'd Mil Res; Forest Cemetery Annex & Forest Cemetery Annex Replat Into Riverview Addition, All In Lot 2 Fsamr).

SHADDUCK LANE PARK: An approximate 6 acre park located at 1875 East Shadduck Lane and generally bounded by Shadduck Lane to the south, North Deerfield Drive to the west and Magnolia Drive to the north and east (Lot 1, Block 4, Canfield Park).

SUNSET FIELD: An approximate 5 acre park and sports field located at 1355 East Best Avenue and generally bounded by Best Avenue on the south and private property on the west, north and east (W 240' - Tax #3076, Tax #4201 & E 65' Of Tax #3287). A commercial building on Best Avenue is located between the two parking lots on the south side of the property.

SUNSHINE MEADOWS PARK: An approximate 2.5 acre park located at 2625 West Larix Court and generally bounded by West Larix Court and private property on the south, West Timberlake Loop on the west and north and Courcelles Parkway on the east (Sunshine Meadow 4th Add, Tr A).

THIRD STREET BOAT RAMP AND MOORING DOCKS: A watercraft launch and mooring facility located within McEuen ~~Field Park~~ at the south end of 3rd Street (Beginning at a point on the 3rd Street ramp adjacent to the City seawall, said point being located at the approximate elevation 2,128 feet (WWP datum) above sea level and being 312 feet, more or less, northerly from the southwest corner of said seawall; said point also bearing south 16°09'18" east a distance of 451.91 feet from the easternmost Western Frontiers property point on Front Avenue as shown on the survey recorded in book 4, page 4A, book of surveys, Kootenai County, Idaho; thence northerly 343 feet, more or less, along said seawall to its northwest corner; thence easterly 67 feet, more or less, to the edge of the asphalt paving; thence, northerly along the edge of the paving 177 feet, more or less, to a point; thence, west north 42°23' west, 112.6 feet, more or less, to the curb on the west side of the City property; thence, southerly along the curb, 280 feet, more or less, to the northwest corner of the ramp; thence, southerly 57.4 feet, more or less, along the west edge of the ramp to a point located at the approximate elevation of 2,128 feet (WWP datum); thence generally east 112.1 feet, more or less, to the point of beginning). The double lane boat ramp is accessed ~~through the from~~ Third Street ~~Parking Lot~~ and includes three service docks directly adjacent to the boat ramps. Boat trailer parking for this facility is located ~~southeast of the ramp within the Third Street Parking Lot in the McEuen Parking Facility and the City Hall~~

Parking Facility. The mooring docks are directly west of Tubbs Hill and southeast of the Third Street Boat Ramp.

~~THIRD STREET PARKING LOT: A 600-space paved parking lot located within McEuen Field generally bounded by the mooring docks and the boat ramp on the south, Veteran Memorial Plaza on the west, Front Street on the north and the landscaped areas of McEuen Field on the east (Beginning at the SE corner of Block "P" of Coeur d'Alene and Kings Addition in Sec. 13, Twp. 50 N., R 4 W.B.M.; thence S. 480 ft. to the true point of beginning; thence S. 220 ft.; thence southwesterly along the base of Tubbs Hill to a point that intersects the extended east-west line of the seawall; thence westerly along said east-west line 120 ft. more or less to a point that is on the NS line of the seawall; thence N. 340 ft.; thence SE 230 ft. more or less to the true point of beginning).~~

TUBBS HILL: An approximate 120 acre, natural open space area located at 210 South 3rd Street. Tubbs Hill extends into Lake Coeur d'Alene and is generally bounded by ~~Lake Coeur d'Alene~~ on the south, west sides and on part of the east sides of the property the Lake. The remainder of the east side of the park is bounded by East Tubbs Hill Park. The north side of Tubbs Hill is bordered by McEuen Field Park and several single family residences. There are several privately owned parcels within Tubbs Hill, three of which contain residences.

TWELFTH STREET BEACH: A small waterfront access area on Lake Coeur d'Alene on East Lakeshore Drive. The public access area is generally the width of 12th Street extended south to the lake.

VETERANS CENTENNIAL NATURAL AREA: An approximate 16 acre natural open space at 3013 East Fernan Hill Road and generally bounded by private property on the south and west sides, an undeveloped forest area on the north and the Victoria Estates subdivision on the west (Tax #14228 [In Se-Ne], Tx#14738 [In Ne-Se] Ex Tx#17561). Veterans Centennial Natural Area is owned by the Coeur d'Alene Parks Foundation, LLC.

WINTON PARK: An approximate 6.5 acre park located at 810 West Lacrosse Street Avenue and generally bounded by Idaho Transportation Department property associated with the US 95 interchange with Northwest Boulevard to the south, private property and Winton Elementary School to the west, Lacrosse Street Avenue to the north and Melrose Place to the east (College Add To Cda, Lt 1, N2 Lt 2, 7, 8 & 9 Blk 8, Lts 1, 2, & 3 Blk 9 & Ptn of Vac Sts & Alley).

B. General Terms: Whenever the following terms are used in this title, they have the following meanings unless the context indicates otherwise:

COMMERCIAL ACTIVITY: Commercial displays, commercial enterprises, commercial promotions, arts and crafts displays, exhibits and other commercial activities with items for sale, including food concessions.

MOTORIZED FOOD CONCESSIONS: Motorized vehicles from which food and beverages are sold, including trailer houses and vans.



OVERSIZED VEHICLE: A vehicle that cannot fit into a parking stall without protruding over the marked stall lines or extending beyond the end of the marked stall lines.

PARKING FACILITY: Any property owned by the City of Coeur d'Alene on which private vehicles are allowed to park. A parking facility can be a garage, a permanent surface lot, semi-permanent surface lot or an area that is used on a temporary basis for vehicle parking, and includes ancillary fixtures, equipment and utilities for the use, operation and maintenance of such facilities.

PARKING OFFICIAL: Any peace officer or reserve officer of the Coeur d'Alene Police Department, any person providing security services in any City parking facility pursuant to any contract with the City or any person, firm or corporation managing City owned or leased parking facility on the City's behalf.

PARKING TENANT: Any individual, group, or entity that has a valid city issued special permit to occupy a portion of a City parking facility.

ROBOT: A self-powered, programmable, mechanical device capable of operating autonomously or via remote control. This definition does not include autonomously-operated motor vehicles defined under Chapter 1, Title 49, Idaho Code.

**SECTION 2.** *That Municipal Code Section 4.15.010, is amended to read as follows:*

4.15.010: COEUR D'ALENE PUBLIC PARKING ~~LOT~~ FACILITY CAPITAL IMPROVEMENT FUND:

A. There is hereby established within the City of Coeur d'Alene a "capital improvement fund" which shall be known and cited as "the Coeur d'Alene public parking ~~lot~~ facility capital improvement fund". The levy or appropriation to such fund shall not exceed in the aggregate in any one year more than four-hundredths of one percent (0.04%) of the market value for assessment purposes of the city of Coeur d'Alene in that year. The total amount of such fund shall never exceed in the aggregate four-tenths of one percent (0.4%) of the market value for assessment purposes of the city of Coeur d'Alene. The fund shall not be subject to the provisions of Idaho Code section 50-1014 (which provides that the city council of the city may transfer an unexpended balance in one fund to the credit of another fund).

B. The purposes for which the Coeur d'Alene public parking ~~lot~~ facilities capital improvement fund may be used are as follows:

1. The acquisition of land, buildings, structures, equipment and appurtenances necessary for the parking of motor vehicles. ~~for public parking lots or buildings.~~
2. The construction of public off-street parking facilities, buildings, structures, equipment and appurtenances necessary for the parking of motor vehicles.
3. The improvement of Coeur d'Alene public parking facilities by upgrading equipment and appurtenances, grading, paving, sealing, signing, striping, draining or otherwise capital improving of such city parking facilities.

C. None of such funds shall be expended unless specifically appropriated by the City Council pursuant to Idaho Code sections 50-1001 through 50-1003, both inclusive. (Ord. 3382 §17, 2010)

**SECTION 3.** *That Municipal Code Section 4.15.020 is amended to read as follows:*

4.15.020: SIGN ERECTION:

A. The street superintendent shall cause appropriate signs and markings to be erected and painted on the surface of the parking ~~lots~~ facilities or otherwise establish in the parking ~~lots~~ facilities directions to carry out the purpose of the regulations set forth in this chapter. Signs containing the regulations provided in this chapter for each parking ~~lot~~ facility shall be placed in a conspicuous place at the entrances to the parking ~~lots~~ facilities so as to be visible to any person entering the parking ~~lot~~ facility.

B. The street superintendent shall cause appropriate signs and markings to be erected and painted in conspicuous places on the ~~3rd Third~~ Street watercraft launching Boat R# amp to carry out the purpose of the regulations contained in this chapter.

**SECTION 4.** *That Municipal Code Section 4.15.030 is amended to read as follows:*

4.15.030: PARKING AND LAUNCHING FEES:

A. The city council will establish parking and watercraft launching fees for the parking ~~lots~~ facilities and launch ramps regulated by this chapter.

**SECTION 5.** *That Municipal Code Section 4.15.040 is amended to read as follows:*

4.15.040: PARKING REGULATIONS FOR ALL PUBLIC PARKING ~~LOTS~~ FACILITIES:

The following regulations govern the use of ~~the 3rd Street, 4th Street, 4th Street and Coeur d'Alene Avenue, Independence Point, McEuen Field, Memorial Field, Museum and Library Parking Lots~~ all public parking Facilities as defined by Section 4.05.030 of this Title:

A. Parking Regulations:

1. Vehicles can only be parked within the stalls designated by markers and as nearly in the center of the designated stalls as possible.
2. Vehicles cannot be parked or left unattended on any driving isle in the parking facility.
3. Trailers cannot be left parked in any parking facility unless attached to a parked motor vehicle.

B. Other Regulations:

1. Vehicles can only be driven in a parking facility on the designated driving isles and only in the direction indicated by signs or traffic control devices.
2. Vehicles cannot be driven in a parking facility faster than five (5) miles per hour.
3. Vehicles can only be driven into or out of a parking facility at the designated entrances and exits.
4. No portion of any parking facility can be used in any manner that endangers the person or property of another or disrupts the normal operations of the parking facility, including but not limited to, conduct that involves the use of abusive or threatening language or gestures, conduct that creates unreasonable noise, or conduct that consists of loud or boisterous physical behavior; placing objects such as bicycles, backpacks, carts or other items in a manner that interferes with free passage within the facility.
5. No person can distribute, throw or affix to vehicles any literature, handbills or fliers in any City parking facility.
6. No person can camp or sleep in a parking facility, either in, on or near a vehicle, between the hours of eleven o'clock (11:00) P.M. and six o'clock (6:00) A.M., unless the camping or sleeping is permitted by the City in conjunction with a special event being held on City property.
7. No person shall deface, or destroy, signage or other City property located within a parking facility.
8. Other than City authorized events, no person shall participate in gatherings within the parking facility;
9. All persons within a City parking facility shall obey posted regulations and / or the direction of an authorized parking official.
10. It is unlawful for any person to intentionally come into contact with buildings, stairs, stairways, railings, curbs, planters, benches, chairs, tables, curbs, plants or shrubbery, signs, light poles, pillars or other improvements or fixtures with any skateboard, skates, in-line skates, rollerblades or similar device(s).

C. The parking provisions contained in this chapter do not apply to City vehicles operated in the normal course of city business.

~~A. Vehicles can only be parked within the stalls designated by markers and as nearly in the center of the designated stalls as possible.~~

~~B. Vehicles can only be driven in the parking lot on the designated roadways and only in the direction indicated by signs.~~

- ~~C. Vehicles cannot be driven in the parking lot faster than five (5) miles per hour.~~
- ~~D. Vehicles cannot be parked or left unattended on any roadway in the parking lot.~~
- ~~E. Vehicles can only be driven into or out of the parking lot at the designated entrances and exits.~~
- ~~F. No portion of the parking lot can be used in any manner that endangers the person or property of another.~~
- ~~G. No person can distribute, throw or affix any literature, handbills or fliers in the parking lot into any car parked in the parking lot or on any car parked in the parking lot.~~
- ~~H. No person can camp or sleep in the parking lot, either in, on or near a vehicle, between the hours of eleven o'clock (11:00) P.M. and six o'clock (6:00) A.M., unless the camping or sleeping is permitted by the city in conjunction with a special event being held on city property.~~
- ~~I. Trailers cannot be left parked in the parking lot unless attached to a parked motor vehicle.~~
- ~~J. The parking provisions contained in this chapter do not apply to city vehicles operated in the normal course of city business. (Ord. 3442, 2012; Ord. 3382 §17, 2010)~~

**SECTION 6.** *The Municipal Code Section 4.15.050 is hereby repealed.*

~~4.15.050: ADDITIONAL REGULATIONS FOR THE 3RD STREET PARKING LOT:~~

~~In addition to the provisions of section 4.15.040 of this chapter, the following regulations govern the use of the 3rd Street Parking Lot:~~

- ~~A. Vehicles, including motor vehicles with an attached trailer, longer than forty four feet (44') cannot be parked in the parking lot.~~
- ~~B. Single unit vehicles cannot park in stalls marked for multi-unit vehicles except from twelve o'clock (12:00) midnight December 21 until twelve o'clock (12:00) noon March 20 annually.~~
- ~~C. Cranes are not allowed in the parking lot unless the mayor declares an emergency.~~

**SECTION 7.** *That Municipal Code Section 4.15.060 is amended to read as follows:*

4.15.060: ADDITIONAL REGULATIONS FOR THE ~~8<sup>TH</sup>~~ STREET CITY HALL PARKING ~~LOT~~ FACILITY:

In addition to the provisions of section 4.15.040 of this chapter, the following regulations govern the use of the ~~8<sup>th</sup> Street~~ City Hall Parking Facility:

A. No vehicle can be parked or allowed to remain parked in the parking ~~lot~~ facility continuously for more than forty eight (48) hours ~~unless the owner has purchased a permit from the city to do so.~~ .

B. ~~Single vehicles cannot park in stalls marked for over-sized or multi-unit vehicles. On weekdays and Saturdays between October 1 and April 30 annually, vehicles shall not be parked or allowed to remain parked in the first two (2) rows of the parking lot between the hours of seven o'clock (7:00) A.M. and nine thirty o'clock (9:30) A.M.~~

C. ~~The City, by permit or contract, may authorize mobile food concessions and other vehicles to park in spaces designated by the City and may exempt special events held in McEuen Park from any of the requirements of this chapter pertaining to the use of this parking facility.~~

D. ~~No person shall enter or remain within the parking facility for any purpose other than to park or retrieve a motor vehicle or to do valid and legitimate business with a City parking facility or structure tenant or official.~~

E. ~~It is unlawful for any person to operate or ride on any skateboard, roller skates, rollerblades, in-line skates, coaster, sled, toy wagon, scooter or similar device on any vehicle travel ramp or within the parking facility. This prohibition shall not apply to handicapped person using wheeled equipment in order to be ambulatory.~~

**SECTION 8.** *That Municipal Code Section 4.15.070 is amended to read as follows:*

4.15.070: ADDITIONAL REGULATIONS FOR THE ~~4<sup>TH</sup>~~ FOURTH STREET AND COEUR D'ALENE AVENUE PARKING ~~LOT~~ FACILITY:

In addition to the provisions of section 4.15.040 of this chapter, the following regulations govern the use of the ~~4<sup>th</sup>~~ Fourth Street and Coeur d'Alene Avenue Parking ~~Lot~~ Facility:

A. A parking permit is required to park in the ~~lot~~ facility except on holidays, weekends and weekdays after six o'clock (6:00) P.M. Each permittee must park in the assigned parking stall and must hang or display the parking permit, showing the calendar year and permit number, from the vehicle's rearview mirror. The monthly permit fee must be paid in advance by the fifteenth day of each month for the succeeding month or the permit becomes invalid.

B. No trailers, RVs, or oversized vehicles can be parked in the ~~lot~~ facility.

**SECTION 9.** *That Municipal Code Section 4.15.080 is amended to read as follows:*

4.15.080: ADDITIONAL REGULATIONS FOR THE INDEPENDENCE POINT PARKING ~~LOT~~ FACILITY:

In addition to the provisions of section 4.15.040 of this chapter, the following regulations govern the use of the Independence Point Parking ~~Lot~~ Facility:

A. No trailers, RVs or oversized vehicles can be parked in the ~~lot~~ facility.

B. No vehicle can be parked or allowed to remain parked in the parking ~~lot~~ facility continuously for more than forty eight (48) hours ~~unless the owner has purchased a permit from the city to do so.~~

C. The City, by permit or contract, may authorize mobile food concessions and other vehicles to park in spaces designated by the City and may exempt special events held in City Park from any of the requirements of this chapter pertaining to the use of this parking ~~lot~~ facility.

D. No person shall enter or remain within the parking facility for any purpose other than to park or retrieve a motor vehicle or to do valid and legitimate business with a City parking facility or structure tenant or official.

E. It is unlawful for any person to operate or ride on any skateboard, roller skates, rollerblades, in-line skates, coaster, sled, toy wagon, scooter or similar device on any vehicle travel ramp or within the parking facility. This prohibition shall not apply to handicapped person using wheeled equipment in order to be ambulatory.

**SECTION 10.** *That Municipal Code Section 4.15.090 is amended to read as follows:*

4.15.090: ADDITIONAL REGULATIONS FOR THE MCEUEN ~~FIELD~~ PARKING ~~LOT~~ FACILITY:

In addition to the provisions of section 4.15.040 of this chapter, the following regulations govern the use of the McEuen ~~Field~~ Parking ~~Lot~~ Facility:

A. No trailers, RVs, multi-unit vehicles or oversized vehicles can be parked in the facility except in the designated boat trailer parking stalls. Vehicles exceeding eight feet (8') in height are prohibited from parking in this facility. Unless a parking space is otherwise designated by the city, no vehicle can be parked or allowed to remain parked longer than two (2) hours in any space in the parking lot.

B. The City, by permit or contract, may authorize mobile food concessions and other vehicles to park in spaces designated by the City and may exempt special events held in McEuen Park from

any of the requirements of this chapter pertaining to the use of this parking facility. No trailers, RVs or oversized vehicles can be parked in the lot.

C. Smoking of cigarettes, cigars, pipes and any lighted instrument in the elevators or any enclosed portion of McEuen Parking Facility is prohibited. The city, by permit or contract, may authorize mobile food concessions to park in spaces designated by the city.

D. No person shall enter or remain within the parking facility for any purpose other than to park or retrieve a motor vehicle or to do valid and legitimate business with a City parking facility or structure tenant or official.

E. It is unlawful for any person to operate or ride on any skateboard, roller skates, rollerblades, in-line skates, coaster, sled, toy wagon, scooter or similar device on any vehicle travel ramp or within the parking facility. This prohibition shall not apply to handicapped person using wheeled equipment in order to be ambulatory.

**SECTION 11.** *That Municipal Code Section 4.15.100 is amended to read as follows:*

**4.15.100: ADDITIONAL REGULATIONS FOR THE MEMORIAL FIELD PARKING ~~LOT~~ FACILITY:**

In addition to the provisions of section 4.15.040 of this chapter, the following regulations govern the use of the Memorial Field Parking ~~Lot~~ Facility:

A. Vehicles longer than twenty feet (20') in total length, trailers, RVs or other oversized vehicles cannot be parked in the ~~lot~~ facility.

B. Parking between the hours of eleven o'clock (11:00) P.M. and six o'clock (6:00) A.M. is prohibited unless the City approves longer hours for baseball or softball events.

C. The City, by permit or contract, may authorize vehicles serving the Museum Of North Idaho, or the cultural center to park in spaces designated by the City and may exempt special events held in City Park or Memorial Field from any of the requirements of this chapter pertaining to the use of this parking ~~lot~~ facility.

**SECTION 12.** *That Municipal Code Section 4.15.110 is amended to read as follows:*

**4.15.110: ADDITIONAL REGULATIONS FOR THE MUSEUM PARKING ~~LOT~~ FACILITY:**

In addition to the provisions of section 4.15.040 of this chapter, the following regulations govern the use of the Museum Parking ~~Lot~~ Facility:

A. Vehicles longer than twenty feet (20') in total length, trailers, RVs or other oversized vehicles cannot be parked in the ~~lot~~ facility except that RVs may park in designated parking spaces.

B. Parking between the hours of eleven o'clock (11:00) P.M. and six o'clock (6:00) A.M. is prohibited.

C. The City, by permit or contract, may authorize vehicles serving the Museum Of North Idaho, or the cultural center to park in spaces designated by the City and may exempt special events held in City Park or Memorial Field from any of the requirements of this chapter pertaining to the use of this parking ~~lot~~ facility.

**SECTION 13.** *That Municipal Code Section 4.15.115 is amended to read as follows:*

4.15.115: ADDITIONAL REGULATIONS FOR THE LIBRARY PARKING ~~LOT~~ FACILITY:

In addition to the provisions of section 4.15.040 of this chapter, the following regulations govern the use of the Library Parking ~~Lot~~ Facility:

A. No person shall allow his/her vehicle to be parked in the Library Parking ~~Lot~~ Facility for more than two (2) hours.

B. Vehicles longer than twenty feet (20') in total length, trailers, RVs or other oversized vehicles cannot be parked in the ~~lot~~ facility.

C. The City, by permit or contract, may authorize vehicles serving the Coeur d'Alene Public Library to exceed the restrictions set forth in this section and allow parking in spaces designated by the City.

D. The City may exempt special events held in the City from any of the requirements of this chapter pertaining to the use of this parking ~~lot~~ facility.

**SECTION 14.** *That Municipal Code Section 4.15.120 is amended to read as follows:*

4.15.120: ~~SOUTH 3RD STREET WATERCRAFT LAUNCHING~~ THIRD STREET BOAT RAMP REGULATIONS:

The following regulations govern the use of the ~~South 3rd Street watercraft launching~~ Third Street Boat R ~~ramp~~:

A. Vehicles, other than emergency vehicles, cannot be parked on or travel on the launch ramp except while in the process of launching or loading watercraft.

B. Vehicles, other than emergency vehicles, cannot park or travel on the launch ramp for longer than is reasonably necessary to launch or load watercraft and in no event may they remain parked for more than fifteen (15) minutes.

C. Vehicles, other than emergency vehicles, cannot park or travel on the launch ramp in a manner that blocks the ingress or egress of other vehicles launching or loading watercraft.



**SECTION 15.** *That Municipal Code Section 4.15.130 is amended to read as follows:*

**4.15.130: ENFORCEMENT AND PENALTIES:**

Any violation of this chapter related to vehicle parking is subject to the enforcement processes and penalties contained in title 10, chapter 10.27 of this code. All other violations of this chapter are an infraction punishable as provided in Municipal Code Chapter 1.28.

**SECTION 16.** *That Municipal Code Section 4.25.030 is amended to read as follows.*

**4.25.030: BEER, WINE AND LIQUOR PROHIBITIONS ON PUBLIC PROPERTY:**

A. No person shall possess any container, whether open or not, containing any beer, wine or other alcoholic beverage on any City owned, leased or maintained beach, natural area, park, parking facility, playground or play field.

B. The provisions of this section do not prohibit the City from issuing permits for the possession and consumption of beer, wine or other alcoholic beverages at the following locations:

1. Riverstone Park gazebo and amphitheater;
2. Jewett House;
3. City Park;
4. McEuen Park;
5. Upon city right-of-way On pedal bike(s) and/or nonmotorized recreational vehicles where passenger areas are separate from the driver areas when operated on City rights-of-way.

**SECTION 17.** *That Municipal Code Section 4.25.070 is amended to read as follows.*

**4.25.070: FIREWORKS PROHIBITED ON PUBLIC PROPERTY:**

Except when permitted as a part of a public display authorized by this chapter, it is unlawful for any person to have in his or her possession or to use fireworks of any kind on any city owned, leased or maintained beach, natural area, park, playground or play field, dock, parking ~~lot~~ facility or other property.

**SECTION 18.** *That Municipal Code Section 4.25.120 is amended to read as follows.*

**4.25.120: BICYCLES, SKATEBOARDS, ROBOTS AND TOY VEHICLES ON PUBLIC PROPERTY:**

A. It is unlawful for any person to ride or operate a toy or wheeled vehicle except wheelchairs being used to transport physically impaired persons on the band shell in City Park.

B. It is unlawful for any person to ride a skateboard in Veterans' Memorial Park Plaza ~~or at the Veterans' Memorial.~~

C. It is unlawful for any person to ride or operate any toy vehicles, including remote control vehicles, at Cherry Hill Park.

D. It is unlawful for any person to ride or operate a bicycle on any portion of Tubbs Hill owned or leased by the city of Coeur d'Alene, except city employees in the normal course of city business.

E. Nothing in this section shall prohibit the mayor and/or city council from allowing bicycle, skateboard, or other exhibits or demonstrations by permit or other ordinance.

F. Nothing in this section applies to robots that are operating in compliance with all posted regulations.

**SECTION 19.** *That Municipal Code Section 8.36.100 is amended to read as follows.*

8.36.100: LITTERING:

It is unlawful for any person to dispose of, throw away or leave any empty container or other litter on any public park, grounds, parking facility or thoroughfare within the city; provided, however, that such empty container or other litter may be deposited in receptacles provided especially for that purpose. (prior code §6-1-9)

**SECTION 20.** *That Municipal Code Section 8.48.030 is amended to read as follows.*

8.48.030: DEFINITIONS:

That for the purposes of this chapter, the following definitions shall be applicable:

**PUBLIC PROPERTY:** ~~Includes~~ Pubic property as defined in section 4.05.030 of this code, including but not limited to, Tubbs Hill, all city docks, Third Street ~~boat launching~~ Boat Ramp, Independence Point and Parking ~~Lot~~ Facility, City Beach, City Park and McEuen ~~Field Park~~ and the McEuen Parking Facility and ~~Eighth Street City Hall~~ Parking Lot Facility. ~~as defined in section 4.05.030 of this code.~~

**PUBLIC WATERS:** Any river, lake, or other body of water within the corporate boundaries of the city of Coeur d'Alene, Idaho, other than those which are entirely privately owned, regardless of navigability.

**RACE:** Any race which is sanctioned or approved by the Unlimited Hydroplane Racing Association and any successor in interest thereto.

**UNLIMITED HYDROPLANES:** Boats weighing in excess of six thousand (6,000) pounds designed for competitive racing, specifically including all boats licensed or approved at the

present or at any time hereafter by the Unlimited Hydroplane Racing Association and any successor in interest thereto.

**SECTION 21.** *That Municipal Code Section 10.04.010 is amended to read as follows.*

**10.04.010: PLACEMENT AND MAINTENANCE:**

The street superintendent shall cause to be placed and maintained such traffic control signs, signals and markings upon the streets, alleys, public parks, public parking ~~lots~~ facilities and other public and City owned property as the City Engineer may deem necessary to indicate and carry out the provisions of this title and the provisions of the most recent edition of the "Manual On Uniform Traffic Control Devices" as adopted pursuant to Idaho Code sections 49-201 and 209, and to regulate, warn or guide traffic. Prior to installation, the City Engineer shall provide written direction for the type and location of traffic control signage or pavement marking.

**SECTION 22.** *That Municipal Code Section 8.22.100 is amended to read as follows.*

**10.22.100: FORT GROUND RESIDENTIAL ON STREET PARKING PERMIT AREA:**

A. The boundary designated pursuant to this chapter as the Fort Ground residential on street parking permit area shall be as follows:

1. Bounded on the west by Hubbard Street Avenue, on the east by Park Drive and Lincoln Way, on the north by River Avenue, including North Military Drive, and to the south by Lake Coeur d'Alene.

B. Parking in the Fort Ground area during the hours of seven thirty o'clock (7:30) A.M. to five thirty o'clock (5:30) P.M., Monday through Sunday, except holidays and special events, as defined below, shall be allowed only for vehicles displaying either a resident's decal or a visitor's permit tag.

C. Holidays shall be the following nationally recognized days: Veterans Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Jr./Idaho Human Rights Day, Presidents' Day, Memorial Day, Independence Day, ~~and~~ Labor Day and Columbus Day.

D. Special events shall include Art On The Green, North Idaho College commencement day, or other special events as permitted by the City.

E. Fees for parking permits shall be designated by resolution.

F. The homeowners' association shall notify the City Clerk, annually, of the name of an association member who shall be in charge of the distribution of temporary permits for special events. The association representative shall be responsible for distributing the temporary passes for individual homeowner's special events on an as needed basis. The City Clerk may annually issue the association representative twenty (20) temporary hangtags, free of charge. These passes

shall be distributed to individual homeowners for residential events in which they are expecting several visitors. The association representative shall monitor the number of permits distributed to any one street, to ensure that there are an adequate number of spaces remaining on the block for the homeowners not included in the special event.

**SECTION 23.** *That Municipal Code Section 10.24.020 is amended to read as follows.*

**10.24.020: LIMITED TIME PARKING SPACES AND ZONES:**

A. No owner or operator of any vehicle shall on any day, except Sundays and holidays, between the hours of nine o'clock (9:00) A.M. and six o'clock (6:00) P.M., allow or cause said vehicle to be continuously parked longer than fifteen (15) minutes in any parking space posted for fifteen (15) minute parking.

B. No owner or operator of any vehicle shall allow or cause such vehicle to be continuously parked for a period of more than two (2) hours on any day between the hours of nine o'clock (9:00) A.M. and six o'clock (6:00) P.M., except Sundays and holidays, along the following described portions of streets and avenues within the city:

Sherman Avenue from Second Street to Seventh Street;  
The east side of First Street from Sherman Avenue to Indiana Avenue;  
The west side of First Street from Sherman Avenue to the south side of the intersection of First ~~Avenue Street~~ and Coeur d'Alene Avenue;  
Second Street from Sherman Avenue to Wallace Avenue;  
Third Street from Front Avenue to Indiana Avenue;  
Fourth Street from Front Avenue to Indiana Avenue;  
Fifth Street from Front Avenue to Coeur d'Alene Avenue;  
Sixth Street from Front Avenue to Lakeside Avenue;  
The north side of Indiana Avenue between Third Street and Fourth Street;  
Lakeside Avenue from First Street to Seventh Street;  
The south side of Front Avenue from Fifth Street to Sixth Street;  
The north side of Front Avenue from Third Street to Seventh Street;  
Coeur d'Alene Avenue from First Street to Fifth Street.

Such other spaces and/or zones and for such amount of time as may hereafter be established by duly passed resolution of the city council.

~~Within the meaning of this section, the term "holiday" includes the following days only: January 1, the last Monday in May, July 4, the first Monday in September, December 25, and the day designated and set aside as Thanksgiving Day.~~

Holidays shall be the following nationally recognized days: Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr./Idaho Human Rights Day, Presidents' Day, Memorial Day, Independence Day, Labor Day and Columbus Day.

**SECTION 24.** That Municipal Code Section 10.27.010 is amended to read as follows.

10.27.010 VIOLATION OF TRAFFIC OR PARKING PROVISIONS OF ~~TITLE~~ CITY CODE;  
PENALTY

A violation of any of the traffic provisions set out in this title shall be an infraction unless another penalty is provided by state law, and, upon being found to have violated a traffic provision of this title, shall be penalized as allowed by state law.

A violation of any of the parking provisions set out in ~~this title~~ the City Code shall be punishable by a civil penalty in an amount established by resolution of the City Council as set forth in and enforced pursuant to section 10.27.020 of this chapter.

Nothing in this section shall limit the ability of the City to impound vehicles as set forth in section 10.28.010 of this title.

**SECTION 25.** That Municipal Code Section 10.27.020 is amended to read as follows.

10.27.020 CHARGES FOR VIOLATION

A. Any person violating any of the parking provisions set forth in ~~this title~~ City Code shall be assessed a civil penalty for each violation. The civil penalties for each violation shall be established by resolution of the City Council.

B. Any police officer, or other person(s) designated by the City or Chief of Police, observing any parking violation shall issue a ticket describing such violation and the charge assessed for the violation to the person committing the violation. The ticket shall be payable to the City Cashier within ten (10) days of the violation. Failure to pay the civil assessment set forth on the parking ticket shall result in further action being taken by the city as set forth in section 10.27.040 of this chapter.

**SECTION 26.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 27.** Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

**SECTION 28.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences,

subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

**SECTION 29.** After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on May 5<sup>th</sup>, 2015.*

APPROVED, ADOPTED and SIGNED this 5<sup>th</sup> day of May, 2015.

---

Steve Widmyer, Mayor

ATTEST:

---

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Amending Various Municipal Code Sections Regarding Off Street Parking

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 4.05.030, 4.15.010, 4.15.020, 4.15.030, 4.15.040, 4.15.060, 4.15.070, 4.15.080, 4.15.090, 4.15.100, 4.15.110, 4.15.115, 4.15.120, 4.15.130, 4.25.030, 4.25.070, 4.25.120, 8.36.100, 8.48.030, 10.04.010, 10.22.100, 10.24.020, 10.27.010, 10.27.020, AND REPEALING MUNICIPAL CODE SECTION 4.15.050; TO UPDATE DEFINITIONS, REVISE THE ALLOWED USES OF THE CITY PARKING LOT CAPITAL IMPROVEMENT FUND, AND UPDATE RULES OF CONDUCT FOR CITY PARKING FACILITIES; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

---

Renata McLeod, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Amending Various Municipal Code Sections Regarding Off Street Parking, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 5<sup>th</sup> day of May, 2015.

---

Warren J. Wilson, Chief Deputy City Attorney



**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

DATE: April 27, 2014

FROM: Warren Wilson, Deputy City Attorney

SUBJECT: Repeal of Initiative and Referendum Code Contained in Chapter 1.10

---

**DECISION POINT:**

Recommend that the full City Council repeal Chapter 1.10.

**HISTORY:**

Chapter 1.10 contains the City's regulations governing initiative and referendums. These regulations are largely superseded by the Idaho Code provisions for initiatives and referendums contained in I.C. Title 34 Chapter 18. Further, on April 6, 2015, Governor Otter signed HB 216aa into law. HB216aa, when it takes effect on July 1, 2015 will void all city rules regarding initiatives and referendums. Because of the lead time required necessary to qualify an initiative/referendum for the ballot, it is too late for anyone seeking an initiative this year to do so prior to July 1, 2015. As such, M.C. Chapter 1.10 can be repealed now with no impact.

**FINANCIAL ANALYSIS:**

There is no financial impact to this decision.

**PERFORMANCE / QUALITY OF LIFE ANALYSIS:**

Initiatives and referendums are now regulated under state law, which mandates that all city regulations on this subject are void. Repealing Chapter 1.10 will remove the voided provisions from the city code book thereby reducing confusion over which rules apply.

**DECISION POINT/RECOMMENDATION:**

Recommend that the full City Council repeal Chapter 1.10.

ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 15-1007

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO BY REPEALING CHAPTER 1.10 ENTITLED LEGISLATIVE PROCESS THAT PROVIDES LOCAL RULES REGARDING INITIATIVES AND REFERENDUMS; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after recommendation by the General Services Committee, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

BE IT ORDAINED, by the Mayor and City Council of the City of Coeur d'Alene:

**SECTION 1.** *That Coeur d'Alene Municipal Code Chapter 1.10 is hereby repealed.*

**SECTION 2.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 3.** Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

**SECTION 4.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

**SECTION 5.** After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on May 5, 2015.*

APPROVED, ADOPTED and SIGNED this 5<sup>th</sup> day of May, 2015.

---

Steve Widmyer, Mayor

ATTEST:

---

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Repeal Municipal Code Chapter 1.10 – Legislative Process

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO BY REPEALING CHAPTER 1.10 ENTITLED LEGISLATIVE PROCESS THAT PROVIDES LOCAL RULES REGARDING INITIATIVES AND REFERENDUMS;; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

---

Renata McLeod, City Clerk

## **STATEMENT OF LEGAL ADVISOR**

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Repeal Municipal Code Chapter 1.10 – Legislative Process, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 5<sup>th</sup> day of May, 2015.

---

Warren J. Wilson, Chief Deputy City Attorney

**PUBLIC WORKS COMMITTEE  
MINUTES  
April 27, 2015  
4:00 p.m., Library Community Room**

**COMMITTEE MEMBERS PRESENT**

Councilmember Woody McEvers  
Councilmember Dan Gookin  
Councilmember Kiki Miller

**STAFF PRESENT**

Amy Ferguson, Executive Assistant  
Dennis Grant, Eng. Proj. Mgr.  
Jim Hammond, City Administrator  
Warren Wilson, Deputy City Attorney  
Tim Martin, Street Superintendent  
Mike Becker, WW Project Manager  
Troy Tymesen, Finance Director  
Keith Erickson, Communications Coor.

**Item 1            Approval of Low Bidder for the 2015 Overlay Project  
Consent Calendar**

Dennis Grant, Engineering Project Manager, presented a request for council approval of Knife River Corporation – Northwest as the low bidder for the 2015 Overlay Project.

Mr. Grant stated in his staff report that the City of Coeur d’Alene received four responsive bids. Knife River Corporation – Northwest was the low bidder. The Streets to be overlaid this year are Kathleen Avenue from Player Drive to Highway 95 and from Government Way to Honeysuckle Driver, Dalton Avenue from Government Way to 4<sup>th</sup> Street, and 4<sup>th</sup> Street from Kathleen Avenue to 500’ North of Honeysuckle Drive.

Mr. Grant said that the last overlay was completed in 2012. He noted that Kathleen Avenue from Highway 95 to Government Way is on their capital improvements projects list coming up within the next couple of years (widening Kathleen to match Kathleen west of Highway 95).

Councilmember McEvers asked how the streets are chosen for overlay. Mr. Grant said they have a pavement rating program that they are currently updating to produce their 5 year overlay plan. They coordinate the plan with Wastewater and Stormwater. Next year they are going to incorporate the chip seal program and will hopefully be able to do the Northshire neighborhood off of Atlas.

Mr. Grant said they like to focus on arterials because they get the most traffic. The Street Department has been doing some patching for them over the last four or five years on Kathleen.

Councilmember McEvers commented on the savings of almost \$200,000. Mr. Grant said there are a couple of other projects that may be coming up so they want to make sure that they have the funds available. If the funds aren’t used this year, they will be used next year.

**MOTION: Motion by Gookin, seconded by Miller, to recommend that Council approve Knife River Corporation – Northwest as the low bidder for the 2015 Overlay Project, and approving Resolution No. 15-018 authorizing an agreement with Knife River Corporation – Northwest for the 2015 Overlay Project in the amount of \$459,021.50. Motion carried.**

## **Item 2            Declare Surplus Used Equipment Consent Calendar**

Tim Martin, Street Superintendent, presented a request for council consent to declare various pieces of used assets and items to be deemed surplus and authorization to proceed to auction.

Mr. Martin explained in his staff report that the equipment/vehicles are deemed to be of little value to departments. There is no cost to the taxpayers and very minimal cost to the department to shuttle the items to the Auction house in post falls. The Auction house takes a percentage of the bid. The items to be declared surplus are:

- 1995 Crown Victoria, Admin 103
- 2000 Chevrolet Impala, Planning 901
- 1986 Chevrolet Astro Van, Parks Department

Mr. Martin commented that the vehicles have been dormant for many years. He confirmed that Administration and the Finance Department will be reviewing the fleet each year to eliminate non-productive vehicles and decrease insurance costs.

**MOTION: Motion by Miller, seconded by Gookin, to recommend approval of Resolution No. 15-018 declaring the requested items as surplus and authorize staff to proceed to auction. Motion carried.**

## **Item 3            Assistant Street Superintendent/Ongoing Organizational Shift Agenda**

Tim Martin, Street Superintendent, presented a request for input in regard to the addition of an Assistant Street Superintendent position.

Mr. Martin explained in his staff report that since the retirement of the Assistant Street Superintendent in 2012, this position has laid dormant and unfunded in the department's budget. Since that time, the Street Department has had two supervisors retire and a third field supervisor is retiring in September. The Assistant Street Superintendent position will have more added managerial focus on the day-to-day operations, supervisory duties and managing teams and tasks. The Assistant Street Superintendent position is not in the current financial plan. Mr. Martin explained that the Street Department will be doing the asphalt patching work for the Water Department this summer, which will save the Water Department money and will generate the funding necessary to implement and sustain the Assistant Street Superintendent position in the general fund and assist with the costs.

Mr. Martin reviewed the current organizational structure of the Street Department, and the proposed changes. He noted that since 2012, the Street Department has lost over 170 years of service through retirement, and with that they have lost a lot of experience, leadership, and continuity. He also commented that the Electrician/Signal Technician position has probably saved the city thousands of dollars doing electrical work and signal upgrades. He believes that now is the best time to fill the Assistant Street Superintendent position to help create more continuity moving forward. Late summer they would like to hire the Lead Workers that specialize in certain areas.

Mr. Martin said that council will see a request for two street maintenance workers and one heavy equipment operator in the 2015/2016 budget. He noted that the trades are getting very busy and it is hard to find part-time equipment operators during the summer months.

Mr. Martin said that the Assistant Street Superintendent would have a pay grade of 15, and the Field Supervisor would be pay grade 12. The Lead Worker positions would be a pay grade 11. He explained that dollars being pulled into the General Fund for utility and drainage work would cover the cost.

Councilmember Gookin asked why the Drainage Utility was not funding the positions. Mr. Martin said they have looked at funding the position through the utility, but he believes that part of the drawback is where the person will work – whether close to the utility or out at the Street Department. What works for them is having four lead workers who have passion for what they are doing, and it is part of the leadership that they want to develop moving forward.

Councilmember Miller said it looks like the department is taking six people in management and turning it into nine people in management, with four people being lower management than the other ones. Mr. Martin said that he prefers to look at it as gaining leadership in that they lost a lot of leadership when the field supervisors retired.

Councilmember Miller asked if the Assistant Street Superintendent would be hired from within the department. Mr. Martin said that they would be looking for the best candidate, and will open it up to outside applicants.

Councilmember Miller said that it feels like the department would be adding top heavy management. Councilmember Gookin asked why it is necessary to have an extra body between the Street Superintendent and the Field Supervisor. Mr. Martin explained that he is in meetings most of the day, and the Field Supervisor is managing many concerned citizen calls and questions from the field. Trying to plan, organize and keeping the work flowing is getting harder and harder to manage.

City Administrator Jim Hammond explained that the street maintenance workers and heavy equipment operators are a decision to be made down the road. The real challenge is for Mr. Martin to manage the office, and manage stormwater. In reality, stormwater is a separate division and what Mr. Martin is trying to do is get more boots on the ground because he can't get all of his work done in the office and be out making sure that the field supervisors are on task with their responsibilities.

Councilmember Miller asked what would happen if council approved the Assistant Street Superintendent position and then during a budget process down the road the increase isn't approved. Mr. Hammond said that the Street Department is generating more revenue by taking on work that would normally have been done by outside contractors and bringing more money into their department. They are also charging Water and Wastewater less than what they would pay for outside services.

Mr. Hammond explained that the lead workers would be supervising and actually doing the work. Mr. Martin explained that the electrician, while residing in the Street Maintenance Department, provides maintenance to the signal and street lights that the city owns. He also takes direction from the City Engineer through a work order process, and when someone needs a new outlet at City Hall, the request is made through Howard Gould in Building Maintenance, and the electrician will come and do the work. Mr. Martin also noted that this is the first summer that they are tasking themselves with taking on the asphalt repair with the Water Utility.

Councilmember Gookin said that he would like to bring this forward for a presentation to the entire council. Councilmember Miller said that she thinks the timing is right and if the program is creating more training opportunities and "depth on the bench" as well as covering the positions with the ability to not have a dramatic increase in the budget, then she thinks it is necessary and she supports it. It is creating more efficiencies and an opportunity to manage growth.



**MOTION: Motion by Gookin , seconded by Miller, to recommend that council approve the Street Department reorganization plan as presented. Motion carried.**

**Item 4 Bid Results for 2015 Open Trench Project  
Consent Calendar**

Mike Becker, Wastewater Utility Project Manager, presented a request for council acceptance of the low bid of T. LaRiviere Equipment & Excavation, for the 2015 Open Trench Project.

Mr. Becker stated in his staff report that six bids were received for this project, with T. LaRiviere Equipment and Excavation, Inc. submitting the lowest responsive bid in the amount of \$142,835.00. This item is included in the FY 2015/2015 Wastewater Utility Budget.

Mr. Becker said they have located a spot that is in pretty dire need of repair on Coeur d'Alene Avenue between 18<sup>th</sup> and 20<sup>th</sup>. He noted that the pipe on Coeur d'Alene Avenue has numerous breaks, numerous damaged sections and numerous root intrusions which increase crew maintenance and the potential for a sewer backup.

Mr. Becker reviewed the project scope which entails replacing 640 lf of pipe, two manholes, reconnecting 8 laterals, replacing a portion of the storm system, adding one storm drain manhole, and replacing the entire street. He noted that 8 residents will be impacted, 71 residents will be inconvenienced. Public notification letters have already gone out and there will be no major construction during the school year, and the construction is not within the 2015 Ironman Route. They anticipate a 45 calendar day construction time, with completion no later than August 31<sup>st</sup>, and only minor cleanup remaining after school starts. A portion of the street will be blocked and detour routes set in place.

Councilmember Gookin mentioned the Fernan project and the issue with the contractor interfacing properly with the residents. Mr. Becker said that they have already initiated conversations with the residents on Coeur d'Alene Avenue on both sides of the street, even though the southern side of the street won't be impacted. Once they have a construction schedule from the contractor, they will send out a notice for an open house meeting to be held at the Wastewater Utility for anyone with questions. Mr. Becker noted that when you keep an open line of communication, complaints tend to minimize and that is his goal as project manager of this project.

Councilmember Gookin asked if Mr. Becker had ever worked with the winning bidder before. Mr. Becker said that they did utility work for McEuen, and the Engineering Department was happy with their work. He also noted that the mayor and city council did not receive any complaints about last year's open trench project and so he believes that the process that is now being employed will help to minimized that.

Mr. Becker said that while the contract is structured for 45 days, they will give latitude for the contractor to determine the start date, but the "drop dead" date for completion is August 31<sup>st</sup>.

Councilmember Miller asked if this is the same area where there were some septic conversions going on. Mr. Becker confirmed that it is in the same area and noted that last year council approved the Wastewater Utility to work with local residents to get off of their septic systems and put in public sewer infrastructure to help service that area. The sewer in that area is very shallow, so before they start introducing more sewer flower, they need to fix the debilitated sewer pipe first. There will be eight properties that will reconnect to the sewer line, but they are presently already connected to it.

**MOTION: Motion by Miller, seconded by Gookin, to recommend that Council approve T. LaRiviere Equipment and Excavation, Inc. as the low bidder for the 2015 Overlay Project, and approving Resolution No. 15-018 authorizing an agreement with T. LaRiviere Equipment and Excavation, Inc. for the 2015 Open Trench Project in the amount of \$142,835.00. Motion carried.**

The meeting adjourned at 5:03 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison

## **Public Works STAFF REPORT**

**DATE:** April 27, 2015  
**FROM:** Tim Martin, Street Superintendent  
**SUBJECT:** Assistant Street Superintendent/ Ongoing Organizational Shift

---

### **DECISION POINT:**

The purpose of this staff report is to look for input and update the department and city needs.

### **HISTORY:**

With an upcoming retirement (Field Supervisor), the department is looking to add a valued focus into the process and expand our capabilities. Since the retirement of the Assistant Street Superintendent in 2012, this position has laid dormant in the department budget unfunded. Since this time we have had (2) two supervisors retire and a third field supervisor is retiring in September.

### **PERFORMANCE ANALYSIS**

This position classification will have more added managerial focus on the day-to-day operations, supervisory duties and managing teams and tasks. I believe the position is crucial to next phase of the department organizational shift. This person will have an opportunity to be settled in place and have knowledge of the department and its personnel as we move forward with the final step in the department re-organization.

### **FINANCIAL ANALYSIS:**

The Assistant Street Superintendent position is not in the current financial plan. The Street Department will be doing the asphalt patching work for the Water Department this summer. This will save the Water Department money, is a process improvement and generate the funding necessary to implement and sustain this position in the general fund and assist with the costs as the street department has an organizational shift. The position levels at a grade 15, \$54,537-\$76,752 per year.

### **DECISION POINT/ RECOMENDATION:**

The purpose of this report is to ask for Council Consent to approve this department re-organization.

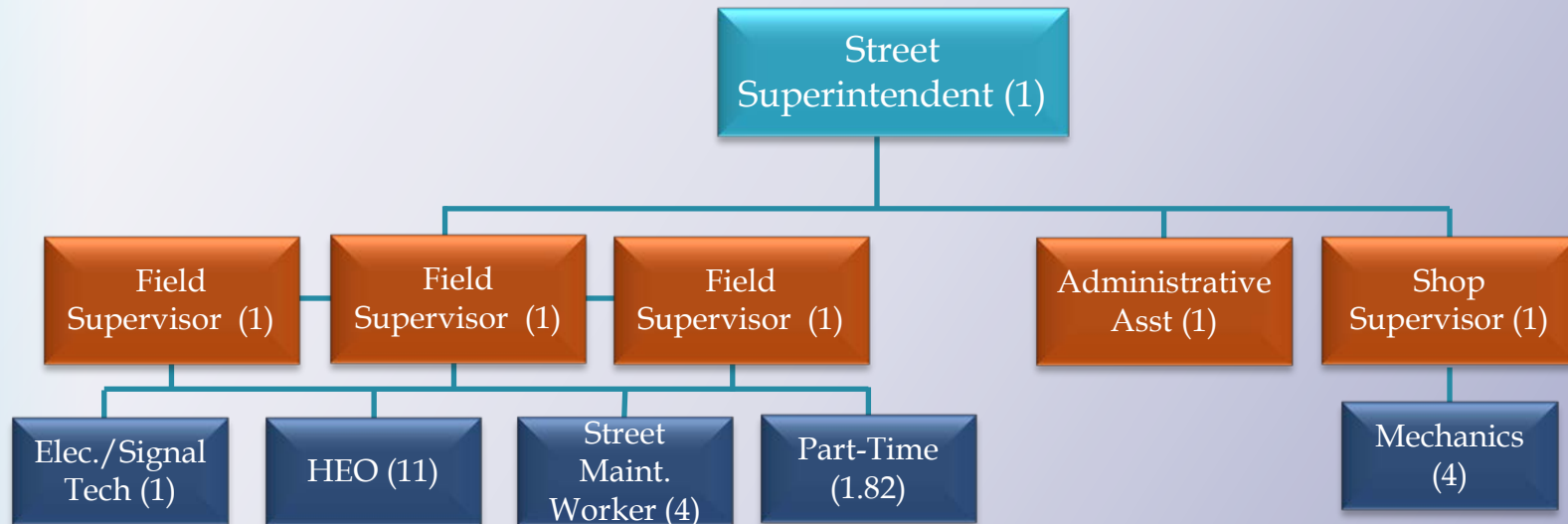


City of  
**Coeur d'Alene**  
IDAHO



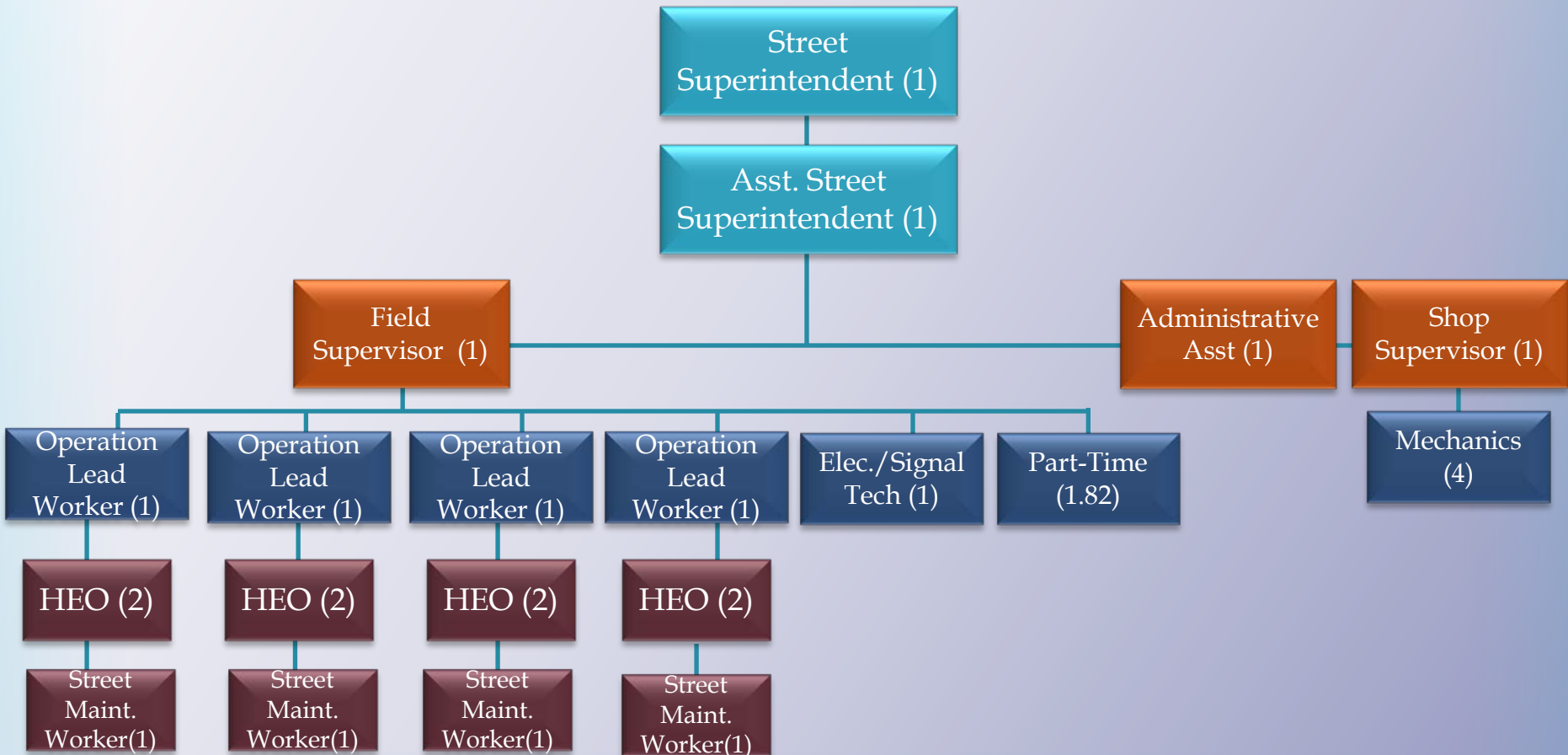


# City of Coeur d'Alene Street Maintenance Department Current Organizational Chart (27.82 FTE)





# City of Coeur d'Alene Street Maintenance Department Re-Organizational Chart (27.82 FTE)



OTHER BUSINESS



## STAFF REPORT

**DATE:** May 5, 2015  
**TO:** City Council  
**FROM:** Steve Anthony, Parks and Recreation Director  
**SUBJECT:** Native American Art East Bank of Spokane River

**Decision Point:**

The Coeur d'Alene Arts commission requests the City Council enter into an agreement with Cheryl Metcalf and to accept the proposal for the sculpture named "Chief Morris Antelope" in the amount \$45,000.00.

**History:**

The Arts Commission has identified the east side of the Spokane River along the Centennial Trail for the placement of public art. A selection committee reviewed over 30 initial proposals and narrowed them down to 5 artists who prepared maquettes for the committee. The maquettes were put on display at the Coeur d'Alene Library, The North Idaho College Library, and the Tribal Wellness Center in Plummer and comments were solicited. The "Chief Morris Antelope" piece received the most positive comments. After further discussion, the committee selected the "Chief Morris Antelope" art piece by artist Cheryl Metcalf.

**Financial Analysis:** The Arts Commission has budgeted for the placement of art along the Spokane River. This particular location has a budget of \$45,000.00. The proposed contract amount of \$45,000.00 for the project is funded out of the City's LCDC Public Art Fund. The funds are dedicated funds and can only be used for Public Art in the LCDC Lake District.

**Performance Analysis:**

Once the contract is awarded, construction of the art piece will begin in May with a target installation date of early September. The community has asked the Arts Commission for a piece that reflects the area's history. The "Chief Morris Antelope" art piece meets that criterion.

**Decision Point:**

That the City Council authorize that a contract be awarded to Cheryl Metcalf for the "Chief Morris Antelope" art piece in the amount of \$45,000.00.

RESOLUTION NO. 15-019

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A PERSONAL SERVICES AGREEMENT WITH CHERYL METCALF FOR CREATION AND INSTALLATION OF PUBLIC ART – CHIEF MORRIS ANTELOPE.

WHEREAS, the Coeur d'Alene Arts Commission of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Personal Services Agreement with Cheryl Metcalf, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreement; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Personal Services Agreement with Cheryl Metcalf, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute such agreement on behalf of the City.

DATED this 5<sup>th</sup> day of May, 2015.

\_\_\_\_\_  
Steve Widmyer, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER MILLER Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

COUNCIL MEMBER EVANS Voted \_\_\_\_\_

COUNCIL MEMBER ADAMS Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

# PERSONAL SERVICES AGREEMENT

Between

**CHERYL METCALF**

And

**THE CITY OF COEUR D'ALENE**

For

## CREATION AND INSTALLATION OF PUBLIC ART

Chief Morris Antelope

THIS CONTRACT, made and entered into this 5<sup>th</sup> day of May, 2015, between artist **CHERYL METCALF** at 660 S. River Heights Drive, Post Falls, Idaho 83854 and the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "City," and, hereinafter collectively referred to as the "Artist,"

WITNESSETH:

Section 1.     Employment of the Artist. The City hereby agrees to engage the Artist to perform the services for design, construction, placement, installation and installation supervision of the exterior public art on the Spokane River Dike located in the Fort Grounds area, as hereinafter set forth in Artist's Proposal attached hereto and incorporated herein as **Exhibit "A."**

Section 2.     Personnel.

A.     The Artist represents that Artist will perform the services under this contract and shall not be an employee of the City.

B.     All of the services required hereunder will be performed by the Artist.

Section 3.     Time of Performance. The services of the Artist shall commence upon execution of this contract by the Mayor and shall be completed within 4 months of this contract being executed and initial payment received by Artist. A specific date of installation shall be coordinated by the Artist with the City's Planning Director.

Section 4.     Compensation.

A.     Subject to the provisions of this agreement, the City shall pay the Artist a total of \$45,000.00 (\$45,000.00) for services, payable, upon receipt of Artist invoice, as follows:

1.     \$15,000.00 at the start of the project
2.     \$20,000.00 at mid-construction
3.     \$10,000.00 thirty (30) days after installation of the art object

B.     Except as otherwise provided in this agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other things of value to the Artist in connection with performance of contract duties.

Section 5. Assignability. The Artist shall not delegate duties or otherwise subcontract work or services under this contract, except for installation and landscaping as described in the Artist's Proposal. The Artist may use other individuals working under her supervision to assist her in the construction and the installation of the public art object.

Section 6. Interest of the Artist. The Artist covenants that she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

Section 7. Relationship of the Parties. The Artist shall perform her obligations hereunder as an independent contractor of the City. The City may administer this contract and monitor the Artist's compliance with this agreement but shall not supervise or otherwise direct the Artist except to provide recommendations and to provide approvals pursuant to this agreement.

Section 8. Hold Harmless. Artist shall furnish and install barriers to prevent accidents while installing the public art object on the site and shall indemnify, defend and hold the city harmless from all claims for injury to person or property resulting from the Artist's actions or omissions in performance of this agreement.

Section 9. Warranties.

A. The Artist shall not be responsible for the maintenance of the public art object or for any damages resulting from the City's failure to maintain the public art object nor from any causes beyond the control of the Artist.

B. The Artist shall obtain from the supplier and provide to the City a warranty on materials associated with the public art.

Section 10. Ownership. The City shall maintain ownership and all rights to the public art object once it is completed and installed. However, the City agrees it will include the name of the artists and the name of the public art object in any publication, depiction or rendering of the public art object that the City allows.

IN WITNESS WHEREOF, this agreement is executed the day and year first written above.

**CITY OF COEUR D'ALENE**

**ARTIST**

\_\_\_\_\_  
Steve Widmyer, Mayor

\_\_\_\_\_  
Cheryl Metcalf, Sculptor

**ATTEST:**

\_\_\_\_\_  
Renata McLeod, City Clerk

\*\*\*\*\*

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 5<sup>th</sup> day of May, 2015, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

\*\*\*\*\*

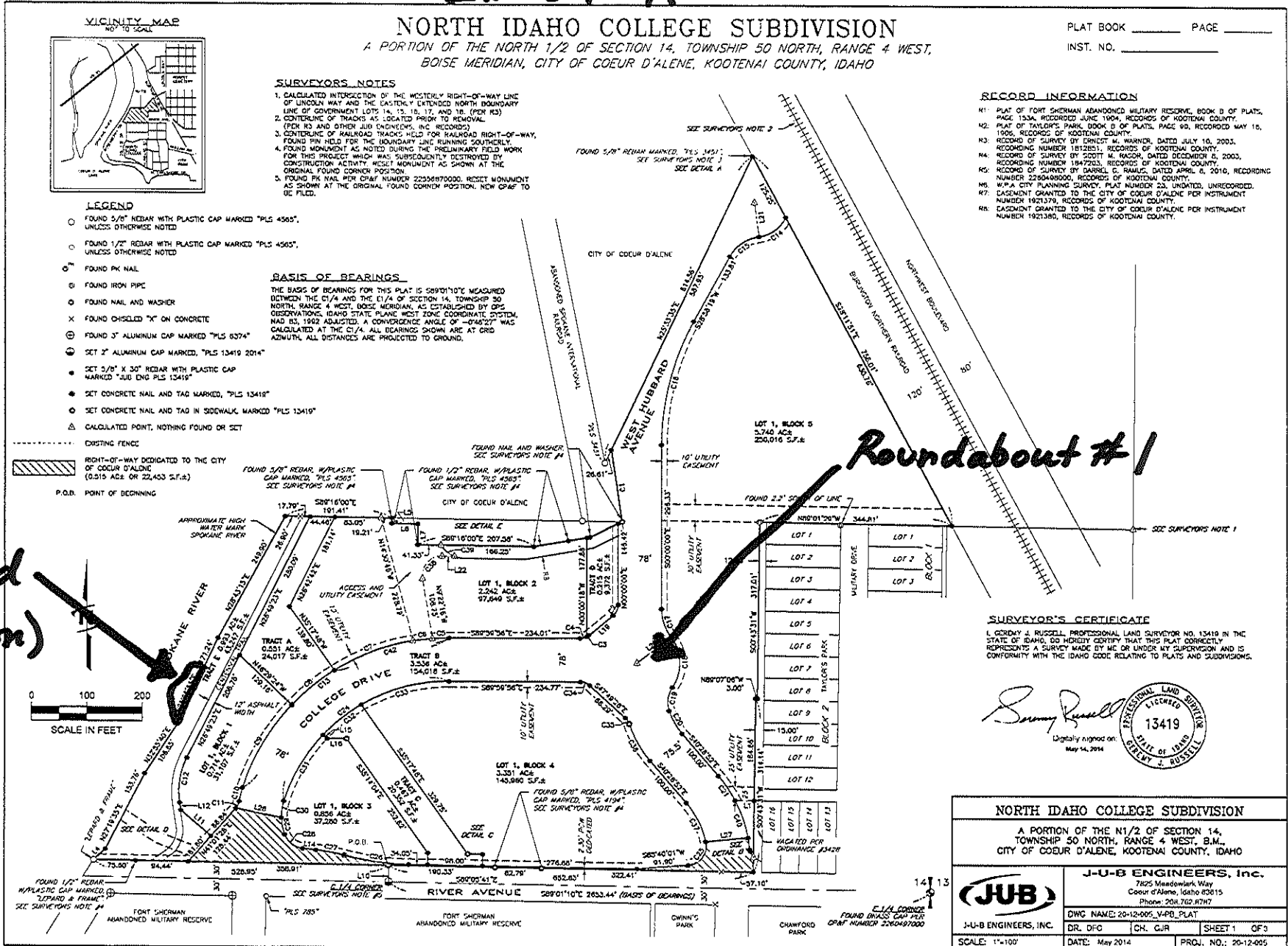
STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_\_ day of May, 2015, before me, a Notary Public personally appeared **Cheryl Metcalf**, known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

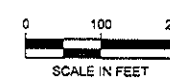
\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

# Memorandum of Understanding North Idaho College / City of Coeur d'Alene Exhibit "A"



*Bulkhead (Approximation)*

*Roundabout #1*



## STAFF REPORT

To: City Council

From: Steve Anthony, Parks and Recreation Director

Subject: Memorandum of Understanding with North Idaho College

Date: May 5, 2015

### **Decision Point:**

Staff recommends that the City Council enter into a Memorandum of Understanding with North Idaho College to construct public art along the east bank of the Spokane River in the Educational Corridor.

### **History:**

The City of Coeur d'Alene through the Arts Commission, North Idaho College, and the Coeur d'Alene Tribe have collaborated on a piece of public art with a Native American theme. A location has been identified along the Spokane River that has historical ties to the Tribe. Staff and City Council discussed the project with members of the Coeur d'Alene Tribe at a workshop in September, 2014. Staff also made a presentation to the North Idaho College Trustees in November, 2014. The City Council and College Trustees have endorsed the project.

### **Financial Analysis:**

There is no exchange of funds for the Memorandum of Understanding. The City's Arts Commission has budgeted the funds for construction of art and will maintain the piece once constructed.

### **Performance Analysis:**

The Native American Art piece will reflect the history of the area and recognize the tribe. The Fort Grounds area is sacred land to the Tribe.

**Recommendation:** That the City Council enter into a Memorandum of Understanding with North Idaho College to construct and display public art along the east bank of the Spokane River in the Educational Corridor.



RESOLUTION NO. 15-020

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH NORTH IDAHO COLLEGE FOR THE PLACEMENT OF PUBLIC ART.

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to execute a Memorandum of Understanding with North Idaho College for the Placement of Public Art, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City execute a Memorandum of Understanding in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Memorandum of Understanding to the extent the substantive provisions of the Memorandum of Understanding remain intact.

BE IT FURTHER RESOLVED, that the Mayor be and is hereby authorized to execute such Memorandum of Understanding on behalf of the City.

DATED this 5<sup>th</sup> day of May, 2015.

\_\_\_\_\_  
Steve Widmyer, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER EVANS Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER MILLER Voted \_\_\_\_\_

COUNCIL MEMBER ADAMS Voted \_\_\_\_\_

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NORTH IDAHO COLLEGE  
AND  
CITY OF COEUR D'ALENE**

This AGREEMENT, entered into this 5<sup>th</sup> day of May, 2015, between **North Idaho College**, a duly formed and existing community college of the State of Idaho, with its principal place of business at 1000 W. Garden Avenue, Coeur d'Alene, ID 83816 (hereafter called the "College") and the **City of Coeur d'Alene**, a municipal corporation with its principal place of business at 710 Mullan Avenue, Coeur d'Alene, Idaho, 83814 (hereafter called the "City").

WHEREAS the City has certain art that it desires to display to the public in the area commonly known as the Education Corridor;

WHEREAS the College owns certain land within the preferred area and desires to support the efforts of the City in making the art available to the public;

WHEREAS the College and the City desire to work together to ensure that the art is put on display for the public to enjoy subject to the terms and conditions more fully described below.

**NOW, THEREFORE**, based on the mutual promises set forth herein, the parties agree as follows:

1. The College grants the City a license to locate and affix certain art upon real property owned by the College within the area commonly referred to as the Education Corridor and which is more particularly described as follows:

- a. A portion of Tract E of the North Idaho College Subdivision recorded in Book K of Plats, Page 462, Records of Kootenai County, Idaho, as depicted on the attached Exhibit "A," said area referred to herein as the "Bulkhead"; and
- b. A portion of the roundabout located at the intersection of Hubbard Avenue and College Drive, as depicted on the attached Exhibit "A," said area referred to herein as the "Roundabout #1."

The foregoing are cumulatively referred to herein as the "Property".

2. Subject to approval by the College as to the design, type, nature, size and number, the College grants the City a license to locate and affix an informational kiosk, signage and/or benches in the area reasonably adjacent to the art located within the Bulkhead.

3. The College grants the City a license to access the Property as is reasonably necessary for the purpose of initial installation of the art (and the informational kiosk in the case of the Bulkhead), and further improvements, operation and maintenance of the same. Should utilities be desired by the City for the purposes of displaying the art, the City must obtain prior written approval from the College regarding their location and suitability. The College reserves the right to deny the City's request for installation and/or use of utilities on the Property.

4. The City will keep the Property free and clear of all buildings, structures, debris and other obstructions.

5. The City will be responsible for any costs and maintenance associated with the installation, maintenance, repair and improvements of and to the art, informational kiosk, signage, benches and, or any fixtures attached or related thereto. The College shall have no responsibility to ensure the safety, maintenance or well-being of the art, informational kiosk(s) and, or any fixtures or improvements related thereto. The art and informational kiosk shall remain the property of the City; all other fixtures and, or improvements permanently attached to the Property shall remain the property of the College.

6. City shall be responsible for any damage or injury caused by or related to the art, the informational kiosk, signage, benches and, or, any fixtures or improvements related thereto, save any damage or injury caused directly by the College, its agents or representatives.

7. Without limiting the foregoing, each party, to the extent allowed by law, shall indemnify and hold the other harmless from any damages resulting from its own negligent acts or omissions. Should any injury or damage result of both parties, each party shall be liable to the extent, and in proportion to its own negligence.

8. Either party may terminate this agreement at any time by giving the other party written notice of termination one hundred and eighty (180) days before the effective date of said termination. The party desiring to terminate will meet and confer with the other 30 days before sending the notice of termination to try to resolve any misunderstandings that may exist; however, failing to reach an agreement following the meet and confer does not prevent the termination of the agreement. Nothing in this paragraph prevents the parties from mutually agreeing to a different timeframe. Unless otherwise agreed, the art and informational kiosk, signage and benches shall be removed from the Property by no later than the effective date of termination.

9. This agreement shall be reviewed every five years and may be amended in writing at any time by mutual agreement of the parties. This Agreement shall be effective upon date of the final signature below and continue until terminated by either party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year above set forth.

**NORTH IDAHO COLLEGE**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF COEUR D'ALENE**

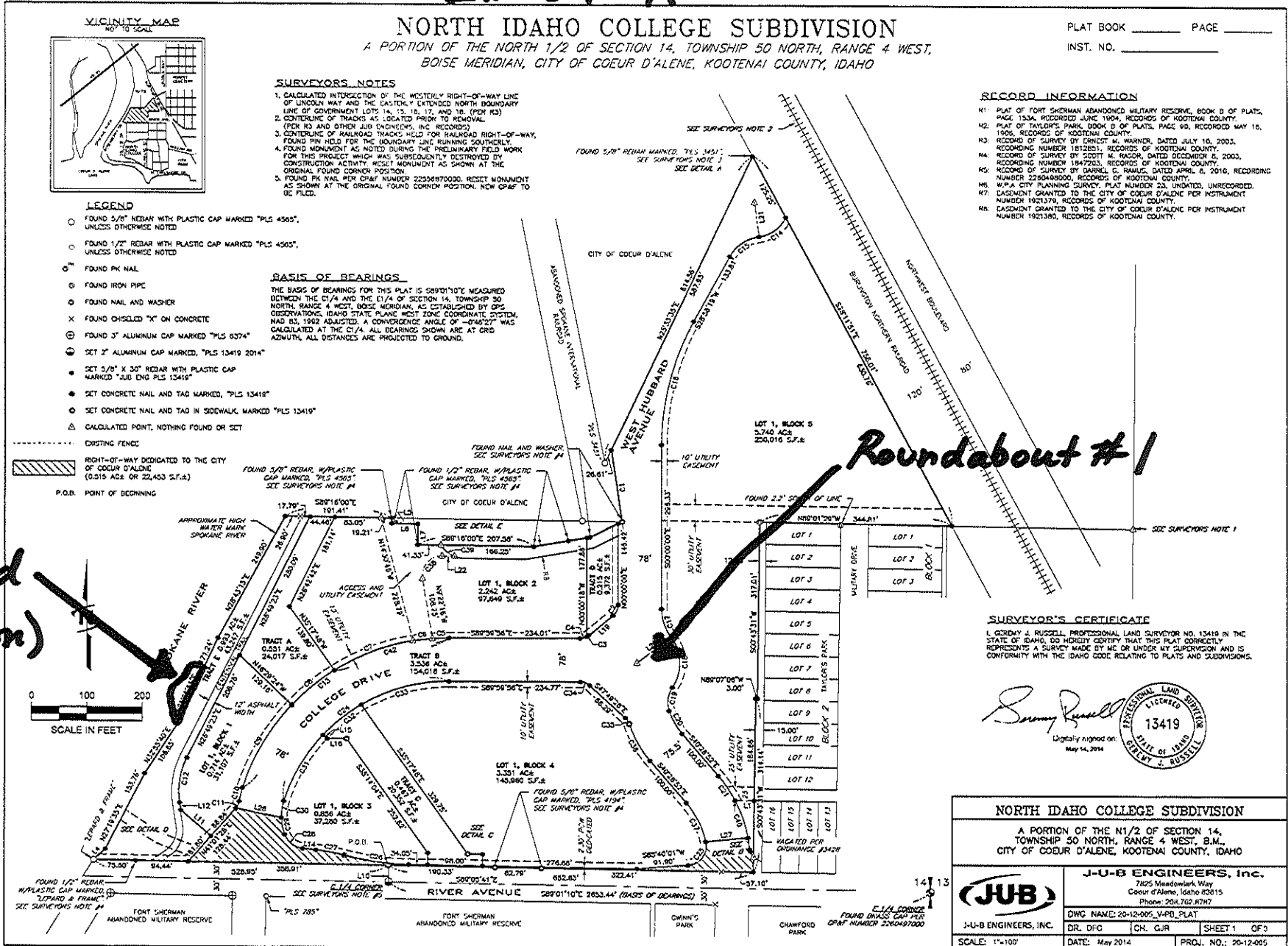
By: \_\_\_\_\_  
Steve Widmyer, Mayor

Date: \_\_\_\_\_

**ATTEST**

\_\_\_\_\_  
Renata McLeod, City Clerk

# Memorandum of Understanding North Idaho College / City of Coeur d'Alene Exhibit "A"



# **PUBLIC WORKS COMMITTEE**

## **STAFF REPORT**

**DATE:** May 5, 2015  
**FROM:** Gordon Dobler, Engineering Services Director  
**SUBJECT:** Award of Contract for Levee Irrigation

---

### **DECISION POINT**

Staff is requesting that Council award a contract for installation of irrigation on the Levee to Dew Drop irrigation

### **HISTORY**

One of the requirements for re-certification is to establish a grass covering on the outside of the levee. In order to do that, it is necessary to install an irrigation system. The existing system is not adequate. Staff requested quotes from three companies and only one returned a quote; Dew Drop Landscaping, for \$72,624. The estimate from the landscape architect was \$80,000 - \$90,000.

### **FINANCIAL ANALYSIS**

This project was included in the current fiscal year's budget as Levee Maintenance.

### **PERFORMANCE ANALYSIS**

Installation of an upgraded irrigation system is necessary to sustain grass covering on the face of the Levee. The grass covering is required for re-certification.

### **RECOMMENDATION**

Staff recommends that Council approve the contract to Dew Drop Landscaping for installation of the Levee irrigation and direct its execution.

RESOLUTION NO. 15-021

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A LETTER OF AGREEMENT WITH DEW DROP SPRINKLERS AND LANDSCAPING FOR INSTALLATION OF IRRIGATION ON THE WATER SIDE OF ROSENBERRY DRIVE.

WHEREAS, the City Engineer has recommended that the City of Coeur d'Alene enter into a Letter of Agreement with Dew Drop Sprinklers and Landscaping for the Installation of Irrigation on the Water Side of Rosenberry Drive, pursuant to terms and conditions set forth in a Letter of Agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreement; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Letter of Agreement with Dew Drop Sprinklers and Landscaping, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute such agreement on behalf of the City.

DATED this 5<sup>th</sup> day of May, 2015.

\_\_\_\_\_  
Steve Widmyer, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk



Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

**ROLL CALL:**

COUNCIL MEMBER ADAMS Voted \_\_\_\_\_

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

COUNCIL MEMBER MILLER Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER EVANS Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

**CONTRACT**  
for  
**Levee (Outboard) Irrigation Project**

THIS CONTRACT, made and entered into this 5<sup>th</sup> day of May, 2015, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the “**CITY**”, and **Dew Drop Sprinkler and Landscaping**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 11827 East Trent Spokane, Washington, hereinafter referred to as “**CONTRACTOR**”,

W I T N E S S E T H:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for **Installation of and Materials for an Irrigation System on the Water Side Slopes of Rosenberry Drive**, according to plans and specifications on file in the office of the City Engineer of said **CITY**, which plans and specifications are incorporated herein by reference.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the City of Coeur d’Alene, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said plans and specifications described above, in said **CITY**, furnishing all labor and materials therefore according to said plans and specifications. All material shall be of the high standard required by the said plans and specifications and approved by the City Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Idaho Code 6-924. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

The **CONTRACTOR** agrees to maintain Workman’s Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

The **CONTRACTOR** shall furnish the **CITY** certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney.

The **CITY** shall pay to the **CONTRACTOR** for the work, services and materials herein provided to be done and furnished by it, a lump sum amount not to exceed **Seventy two thousand six hundred twenty four and no/100 Dollars (\$72,624.00)**.

Partial payment shall be made on the fourth Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Director.

The number of calendar days allowed for completion of the Contract work shall be 45 calendar days. The Contract time shall commence within 10 days of the Notice to Proceed issued by the **CITY** herein.

IT IS AGREED that the **CONTRACTOR** must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the **CONTRACTOR**, in which case the **CONTRACTOR** may employ ten percent (10%) nonresidents; provided, however, in all cases the **CONTRACTOR**, must give preference to the employment of bona fide residents in the performance of said work.

The **CONTRACTOR** further agrees: In consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated

amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

The **CONTRACTOR** further agrees, in consideration of securing this contract, to comply will all the requirements of **Attachment 1**, which by this reference is incorporated herein.

IT IS FURTHER AGREED that for additions or deductions to the plans and specifications, the unit prices as set forth in the written proposal of the **CONTRACTOR** are hereby made part of this contract.

The term "CONTRACT DOCUMENTS" means and includes the following:

- A) Request for Quotes
- B) Quote Proposal
- C) Quote Forms as Required
- D) Contract
- E) Notice of Award
- F) Notice to Proceed
- G) Change Order
- H) Plans

THIS CONTRACT, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said **CITY**, and the **CONTRACTOR** has caused the same to be signed by its President, the day and year first above written.

**CITY OF COEUR D'ALENE,  
KOOTENAI COUNTY, IDAHO**

**CONTRACTOR:  
DEW DROP SPRINKLER AND  
LANDSCAPING**

\_\_\_\_\_  
Steve Widmyer, Mayor

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk



## Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**1. Compliance with Regulations**

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**2. Non-discrimination**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

**4. Information and Reports**

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

**5. Sanctions for Non-compliance**

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

**Incorporation of Provisions**

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

# PUBLIC HEARINGS

**CITY COUNCIL  
STAFF REPORT**

**FROM:** LORI BURCHETT, PLANNER  
**DATE:** MAY 5, 2015  
**SUBJECT:** ZC-1-15 – REQUEST FOR A ZONE CHANGE FROM R-12 TO C-17 ZONING DISTRICT  
**LOCATION:** A ± 1.78-ACRE PARCEL AT 3113 GOVERNMENT WAY AND LEGALLY DESCRIBED AS **PARCEL 1:** THE SOUTH HALF OF LOT 5, AND NORTH 35 FEET OF LOT 4, THOMAS ADDITION. **PARCEL 2:** THE EAST HALF OF THE NORTH HALF OF LOT 5, AND THE EAST HALF OF THE SOUTH HALF OF LOT 6, THOMAS ADDITION.

**APPLICANT:**  
Miller Development Group, LLC  
2900 N. Government Way, Suite 310  
Coeur d’Alene, ID 83815

**PROPERTY OWNER(S):**  
Same as Applicant

**PLANNING COMMISSION:** At their regular monthly meeting on March 10, 2015, the Planning Commission unanimously recommended approval, without conditions, for the zone change request.

**DECISION POINT:**

Miller Development Group, LLC is requesting approval of a proposed zone change from R-12 (Residential at 12 units/acre) to C-17 (Commercial at 17 units/acre) zoning district.

**GENERAL INFORMATION:**

The applicant has applied for a zone change from Residential 12 (R-12) to Commercial 17 (C-17). The future intent of the property is to develop ministorage.







**REQUIRED FINDINGS:**

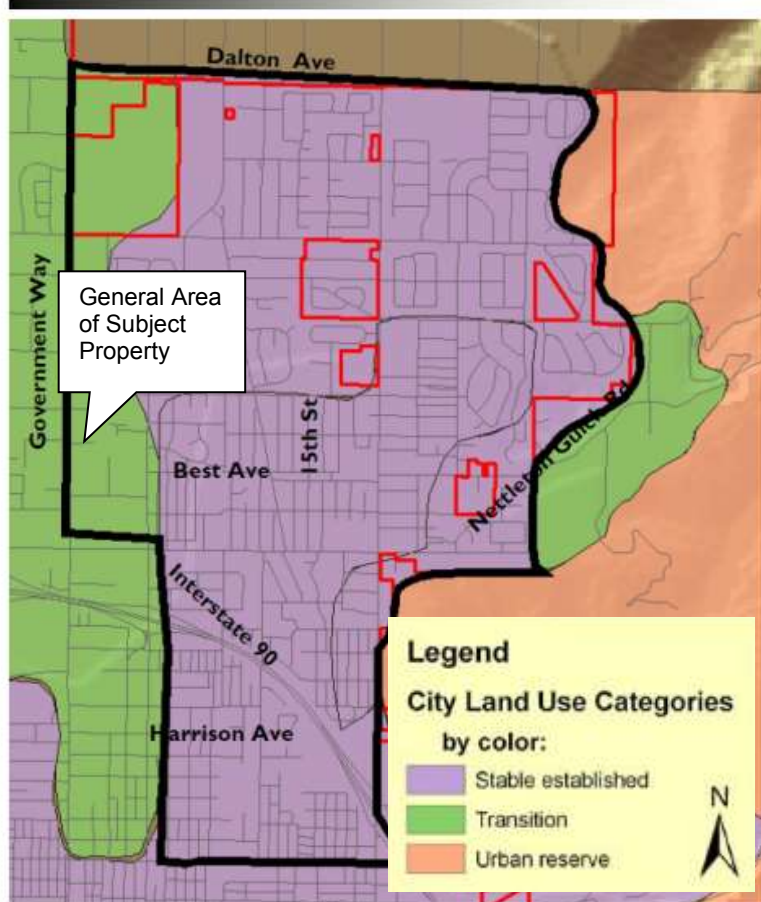
A. **Finding #B8A:** The proposal (is) (is not) in conformance with the Comprehensive Plan.

1. The subject property is within the existing city limits.
2. The City Comprehensive Plan Map designates this area as North East Prairie~ Transition

**Use: NE Prairie Transition:**

These areas are where the character of the neighborhoods is in transition and should be developed with care. The street network, the number of building lots, and general land use are expected to change greatly within the planning period.

**Land Use: NE Prairie**



## **NE Prairie Today**

This area is composed of a variety of zoning districts with a majority of residential density at three to eight units per acre (3-8:1). Lower density development becomes more prominent moving north. The NE Prairie provides a range of housing choices that includes a number of large recreation areas and small pocket parks.

Canfield Mountain and Best Hill act as the backdrop for this portion of the prairie. Much of the lower lying, less inhibitive areas have been developed. Pockets of development and an occasional undeveloped lot remain.

## **NE Prairie Tomorrow**

It is typically a stable established housing area with a mix of zoning districts. The majority of this area has been developed. Special care should be given to the areas that remain such as the Nettleton Gulch area, protecting the beauty and value of the hillside and wetlands.

### **The characteristics of NE Prairie neighborhoods will be:**

- That overall density may approach three to four residential units per acre (3-4:1), however, pockets of higher density housing and multi-family units are appropriate in compatible areas.
- Commercial uses are concentrated in existing commercial areas along arterials with neighborhood service nodes where appropriate.
- Natural vegetation is encouraged and should be protected in these areas.
- Pedestrian connections and street trees are encouraged in both existing neighborhoods and developing areas.
- Clustering of smaller lots to preserve large connected open space areas as well as views and vistas are encouraged.
- Incentives will be provided to encourage clustering.

### **2007 Comprehensive Plan Goals and Objectives that apply:**

#### ***Goal #1: Natural Environment***

Our Comprehensive Plan supports policies that preserve the beauty of our natural environment and enhance the beauty of Coeur d'Alene.

##### **Objective 1.12**

###### **Community Design:**

Support the enhancement of existing urbanized areas and discourage sprawl.

##### **Objective 1.14**

###### **Efficiency:**

Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

##### **Objective 1.16**

###### **Connectivity:**

Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks and trail systems.

#### ***Goal #2: Economic Environment***

Our Comprehensive Plan preserves the city's quality workplaces and encourages economic growth.

##### **Objective 2.01**

###### **Business Image and Diversity:**

Welcome and support a diverse mix of quality professional, trade, business, and service industries, while protecting existing uses of these types from encroachment by incompatible land uses.

##### **Objective 2.04**

###### **Downtown & Neighborhood Service Nodes:**

Prioritize a strong, vibrant downtown and compatible neighborhood service nodes throughout the city.

**Objective 2.05**

**Pedestrian & Bicycle Environment:**

Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.

**Goal #3: Home Environment**

Our Comprehensive Plan preserves the qualities that make Coeur d'Alene a great place to live.

**Objective 3.01**

**Managed Growth:**

Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population.

**Objective 3.05**

**Neighborhoods:**

Protect and preserve existing neighborhoods from incompatible land uses and developments.

**Objective 3.06**

**Neighborhoods:**

Protect the residential character of neighborhoods by allowing residential/commercial/industrial transition boundaries at alleyways or along back lot lines if possible.

**Objective 3.07**

**Neighborhoods:**

Emphasize a pedestrian orientation when planning neighborhood preservation and revitalization.

**Objective 3.10**

**Affordable & Workforce Housing:**

Support efforts to preserve and provide affordable and workforce housing.

**Objective 3.11**

**Historic Preservation:**

Encourage the protection of historic buildings and sites.

**Goal #4: Administrative Environment**

Our Comprehensive Plan advocates efficiency and quality management in city government.

**Objective 4.06**

**Public Participation:**

Strive for community involvement that is broad-based and inclusive, encouraging public participation in the decision making process.

**Evaluation:**

*The City Council must determine, based on the information before them, whether the Comprehensive Plan policies do or do not support the request. Specific ways in which the policy is or is not supported by this request should be stated in the finding.*

- B. **Finding #B8C: The location, design, and size of the proposal are such that the development (will) (will not) be adequately served by existing streets, public facilities and services.**

**STAFF COMMENTS:**

**WATER:**

The property currently has a single domestic water service extended from Government Way. Future development of the property will require extension of adequate water facilities but is not required for the proposed zone change.

*-Submitted by Terry Pickel, P.E., Assistant Water Superintendent (2/27/2015)*

**STORMWATER**

City Code requires a stormwater management plan to be submitted and approved prior to any construction activity on the site. The applicant will be required to include a stormwater management plan with any building permit submittal for the subject property.

**TRAFFIC/STREETS**

The ITE Trip Generation Manual does not categorize storage facilities; therefore, volume

estimates for the project are unavailable. However, vehicle movements to/from facilities of this nature tend to be sporadic in nature and not concentrated during peak vehicle movement times.

**Evaluation:**

As a component of the site development, the developer in conjunction w/ the City, will be constructing 2<sup>nd</sup> Street to a full street section along the easterly boundary of the subject property between Anton and Neider Avenues. This connection will provide for multiple access links to arrive and depart the proposed facility. Also, the fact that Neider Avenue to the north is fully signalized will facilitate traffic movements off of 2<sup>nd</sup> Street. With this roadway and the adjacent connecting streets, traffic volumes should transition smoothly from the area.

*-Submitted by Chris Bates, Engineering Project Manager (3/3/2015)*

**FIRE**

The Fire Department has no comments or conditions attached to this zone change request. Any and all requirements per the International Fire Code 2012 Edition shall be reviewed and assessed during the permit process.

*-Submitted by Bobby Gonder, Fire Inspector (2/24/2015)*

**WASTEWATER:** The Wastewater Utility has no objections to this Zone Change as proposed. Any wastewater conditions will be addressed during the permitting process.

*-Submitted by Mike Becker, Utility Project Manager (2/24/2015)*

**Evaluation:** *The City Council must determine if the location, design, and size of the proposal are such that the development will or will not be adequately served by existing streets, public facilities and services.*

C. **Finding #B10:** **That the physical characteristics of the site (make) (do not make) it suitable for the request at this time.**

**PHYSICAL CHARACTERISTICS:**

There are no topographical or other physical constraints that would make the subject property unsuitable for the request.





D. **Finding #B11:** That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.

**TRAFFIC:**

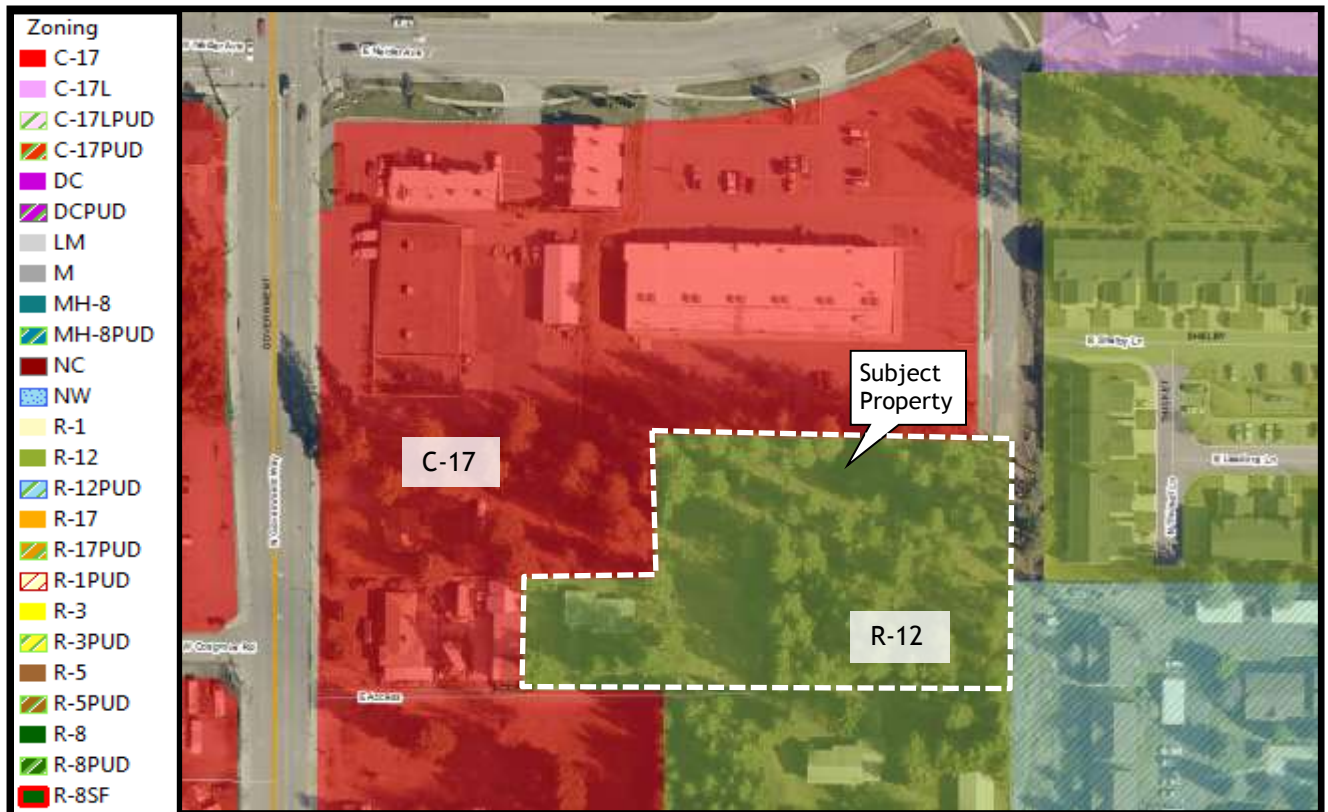
The proposed zone change will not impact traffic generation from the subject property.

3. Photo from Government Way towards subject property access road:



## EXISTING LAND USES

### 4. Zoning:



### Existing Residential 12 (R-12) Zoning District

This district is intended as a residential area that permits a mix of housing types at a density of not greater than 12 dwelling units per gross acre.

This district is intended for those areas of the city that are developed at this density or are preferably developed at this density because of factors such as vehicular access, topography, flood hazard and landslide hazard.

| <i>Principal uses</i>                         | <i>Accessory uses</i>                                         | <i>Special Use Permit</i>                                        |
|-----------------------------------------------|---------------------------------------------------------------|------------------------------------------------------------------|
| single family housing                         | carport, garage and storage structures (attached or detached) | boarding house                                                   |
| duplex housing                                | private recreation facility (enclosed or unenclosed)          | child care facility                                              |
| pocket housing                                | accessory dwelling unit                                       | community assembly                                               |
| home occupations as defined in Sec. 17.06.705 |                                                               | community education                                              |
| essential services (underground)              |                                                               | community organization                                           |
| civic administrative offices                  |                                                               | commercial recreation                                            |
| neighborhood recreation                       |                                                               | convenience sales                                                |
| public recreation                             |                                                               | essential service (above ground)                                 |
| single family housing                         |                                                               | >6 ft. fence to enclose game area                                |
| duplex housing                                |                                                               | handicapped or minimal care facility                             |
| pocket housing                                |                                                               | juvenile offenders facility                                      |
| home occupations as defined in Sec. 17.06.705 |                                                               | noncommercial kennel                                             |
| essential services underground)               |                                                               | religious assembly                                               |
| civic administrative offices                  |                                                               | restriction to single family                                     |
| neighborhood recreation                       |                                                               | 2 unit per gross acre density increase (only for pocket housing) |
|                                               |                                                               | bed & breakfast facility                                         |
|                                               |                                                               | group dwelling – detached housing                                |
|                                               |                                                               | commercial film production                                       |
|                                               |                                                               | boarding house                                                   |
|                                               |                                                               | child care facility                                              |
|                                               |                                                               | community assembly                                               |
|                                               |                                                               | community education                                              |
|                                               |                                                               | community organization                                           |
|                                               |                                                               | commercial recreation                                            |
|                                               |                                                               | convenience sales                                                |

**Proposed Commercial 17 (C-17) Zoning District:**

This district is intended as a broad spectrum commercial district that permits limited service, wholesale / retail, and heavy commercial in addition to allowing residential development at a density of 17 units per gross acre.

**Principal Uses**

This district should be located adjacent to arterials; however, joint access developments are encouraged.

| <i>Principal Uses</i>                                    |                                                    | <i>Special Use Permit</i>                      | <i>Parking</i>                                                                                    |
|----------------------------------------------------------|----------------------------------------------------|------------------------------------------------|---------------------------------------------------------------------------------------------------|
| <b>Residential Activities</b>                            | <b>Sales Activities</b>                            | <b>Residential Activities</b>                  | <b>Single Family &amp; Duplex</b>                                                                 |
| single family housing (as specified in the R-8 district) | ag. supplies & commodity sales                     | residential density at R-34                    | 2 paved off-street spaces for each unit.                                                          |
| duplex housing (as specified in the R-12 district)       | automobile & accessory sales                       |                                                |                                                                                                   |
| pocket residential                                       | business supply retail sales                       | <b>Civic Activities</b>                        | <b>Pocket</b>                                                                                     |
| multiple family (as specified in the R-17 district)      | construction retail sales                          | criminal transitional facility                 | 1 space for each 1 bedroom unit. 2 paved spaces for 2+ bedrooms.                                  |
| home occupation                                          | convenience sales                                  | extensive impact                               |                                                                                                   |
| boarding house                                           | department stores                                  | wireless communication facility                | <b>Multi-Family</b>                                                                               |
| group dwelling                                           | farm equipment sales                               |                                                | studio: 1 paved spaces are required for each unit.                                                |
|                                                          | food & beverage sales, (on & off site consumption) | <b>Service &amp; Sales Activities</b>          | 1 bedroom: 1.5 paved spaces are required for each unit.                                           |
| <b>Civic Activities</b>                                  | retail gasoline sales                              | adult entertainment service & sales            | 2+ bedroom: 2 paved spaces are required for each unit.                                            |
| child care facility                                      | home furnishing retail sales                       | auto camp                                      |                                                                                                   |
| community assembly                                       | finished goods retail sales                        | veterinary office utilizing some outdoor space | <b>General commercial uses</b>                                                                    |
| community education                                      | specialty retail sales                             |                                                | retail sales (non-restaurant): 1 paved off-street space for each 330 sq. ft. of gross floor area. |
| community organization                                   | Service Activities:                                | <b>Wholesale &amp; Industrial Activities</b>   | restaurant: 1 sp. /330 or 1 sp. / 200 if over 1000 sq. ft. of floor area.                         |
| essential service                                        | administrative & professional offices              | custom manufacturing                           | office 1 space / 330 sq. ft. of floor area.                                                       |

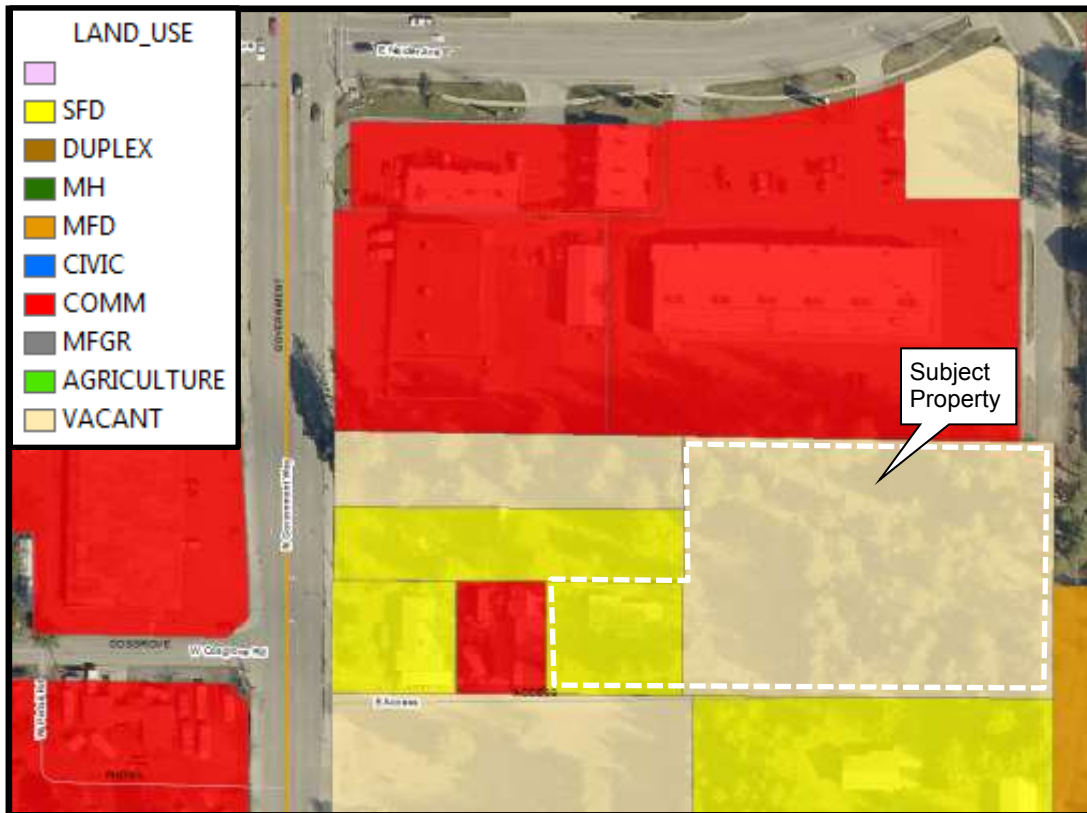


|                                                                                                                                   |                                         |                                      |
|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|--------------------------------------|
| handicapped or minimal care facility                                                                                              | automotive fleet storage                | underground bulk liquid fuel storage |
| hospital / health care<br>juvenile offenders facility                                                                             | automotive parking<br>automobile rental | warehouse/storage                    |
| neighborhood recreation                                                                                                           | automobile repair & cleaning            |                                      |
| nursing/ convalescent homes                                                                                                       | banks & financial institutions          |                                      |
| public recreation                                                                                                                 | building maintenance service            |                                      |
| rehabilitative facility                                                                                                           | business support service                |                                      |
| religious assembly                                                                                                                | commercial film production              |                                      |
| <b>Accessory Uses</b><br>carport, garage and storage structures (attached or detached)                                            | commercial recreation                   |                                      |
| private recreation facility (enclosed or unenclosed)                                                                              | communication service                   |                                      |
| management office                                                                                                                 | consumer repair service                 |                                      |
| open areas and swimming pools                                                                                                     | convenience service                     |                                      |
| temporary construction yard                                                                                                       | funeral service                         |                                      |
| temporary real estate office                                                                                                      | general construction service            |                                      |
| apartment for resident caretaker                                                                                                  | group assembly                          |                                      |
| accessory dwelling unit                                                                                                           | kennels: commercial & noncommercial     |                                      |
|                                                                                                                                   | laundry service                         |                                      |
|                                                                                                                                   | motel/hotel                             |                                      |
|                                                                                                                                   | mini-storage facility                   |                                      |
|                                                                                                                                   | personal service establishments         |                                      |
|                                                                                                                                   | veterinary clinic (indoor)              |                                      |
| <b>Commercial Design Guidelines</b>                                                                                               |                                         |                                      |
| Some items affected: sidewalk width/design, street trees/buffer yards, landscaping, windows/blank walls, entrances facing street. |                                         |                                      |

Previous actions:



Generalized land use:



Existing/adjacent land uses:

The existing land uses in the area are primarily single-family, commercial uses, RV park, and some vacant properties.

**Evaluation:** *The City Council must determine, based on the information before them, whether or not the proposal would adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and)/(or) existing land uses.*

**APPLICABLE CODES AND POLICIES:**

**Utilities**

1. All proposed utilities within the project shall be installed underground.
2. All water and sewer facilities shall be designed and constructed to the requirements of the City of Coeur d'Alene. Improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.

**Streets**

3. All new streets shall be dedicated and constructed to City of Coeur d'Alene standards.
4. An encroachment permit shall be obtained prior to any work being performed in the existing right-of-way.

**Stormwater**

5. A stormwater management plan shall be submitted and approved prior to start of any construction. The plan shall conform to all requirements of the City.

**PROPOSED CONDITIONS:** None from Engineering.

**PROPOSED CONDITIONS:** None

**ORDINANCES & STANDARDS USED FOR EVALUATION:**

2007 Comprehensive Plan  
Transportation Plan  
Municipal Code  
Idaho Code  
Wastewater Treatment Facility Plan  
Water and Sewer Service Policies  
Urban Forestry Standards  
Transportation and Traffic Engineering Handbook, I.T.E.  
Manual on Uniform Traffic Control Devices  
2010 Coeur d'Alene Trails Master Plan

**ACTION ALTERNATIVES:**

The City Council must consider this request and make separate findings to approve, deny or deny without prejudice. The findings worksheet is attached.

Applicant: Miller Development  
Location: 3113 N. Government Way  
Request: A proposed zone change from R-12 (Residential at 12 units/acre) to C-17 (Commercial at 17units/acre) zoning district.  
QUASI-JUDICIAL (ZC-1-15)

Planner Burchett presented the staff report and answered questions from the Commission.

Commission Ingalls inquired about the traffic calculations and questioned if they were based on a mini storage, as indicated in the narrative, or based on the C-17 zone.

Planner Burchett explained that the traffic calculations were based on the many uses included in the C-17 zone and not on what the applicant intends to build.

Commissioner Bowlby inquired if 2<sup>nd</sup> street will be used as another access road to Government Way.

Planner Burchett explained that in the staff report - under engineering comments - the developer, in conjunction with the City, will be constructing 2<sup>nd</sup> Street to a full street section along the easterly boundary of the subject property between Anton and Neider Avenues.

**Public testimony open:**

Chad Oakland, applicant representative, stated that the applicant intends to put a mini storage on the property and feels that a C-17 zone is appropriate since the property is surrounded by other C-17 properties.

Commissioner Bowlby commented that 2<sup>nd</sup> Street needs to be constructed and questioned if a condition could be added to ensure this happens.

City Deputy Attorney Wilson explained that the construction of 2<sup>nd</sup> Street will be discussed at the time a building permit is issued.

John Kulhanek stated that he is concerned if 2<sup>nd</sup> Street is constructed as his garage sits close to the easement next to 2<sup>nd</sup> Street.

Deputy City Attorney Wilson explained that the future extension of 2<sup>nd</sup> Street will be constructed to the North and Mr.Kulhanek's garage is located to the South. In the future if this happens, the city will need to acquire the additional property from the owners.

Allen Lee stated that the address for this property is wrong and explained that the Bambi Trailer Park has the address of 3113 N. Government Way.

Planner Burchett explained that the county in 2004 did readdressing for mobile home parks and that the new addresses were readdressed using the internal streets within the park.

**Public testimony closed:**

Commissioner Ingalls feels a C-17 zone is appropriate since the property is surrounded by C-17. He stated that he is not worried about the construction of 2<sup>nd</sup> Street, since it will be dealt with at the time the building permit is issued.

**Motion by Ingalls, seconded by Messina, to approve Item ZC-1-15. Motion approved.**

ROLL CALL:

|                       |       |     |
|-----------------------|-------|-----|
| Commissioner Bowlby   | Voted | Aye |
| Commissioner Ingalls  | Voted | Aye |
| Commissioner Messina  | Voted | Aye |
| Commissioner Luttrupp | Voted | Aye |

Motion to approve carried by a 4 to 0 vote.

**COEUR D'ALENE PLANNING COMMISSION  
FINDINGS AND ORDER**

**A. INTRODUCTION**

This matter having come before the Planning Commission on, March 10, 2015 , and there being present a person requesting approval of a proposed zone change from R-12 (Residential at 12 units/acre) to C-17 (Commercial at 17 units/acre) zoning district.

APPLICANT: MILLER DEVELOPMENT GROUP, LLC

LOCATION: A ± 1.78-ACRE PARCEL AT 3113 GOVERNMENT WAY AND LEGALLY DESCRIBED AS **PARCEL 1:** THE SOUTH HALF OF LOT 5, AND NORTH 35 FEET OF LOT 4, THOMAS ADDITION. **PARCEL 2:** THE EAST HALF OF THE NORTH HALF OF LOT 5, AND THE EAST HALF OF THE SOUTH HALF OF LOT 6, THOMAS ADDITION

**B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON**

**(The Planning Commission may adopt Items B1-through7.)**

- B1. That the existing land uses are primarily single-family, commercial uses, RV Park, and some vacant properties.
- B2. That the Comprehensive Plan Map designation is Transition.
- B3. That the zoning is R-12 (Residential at 12 units/acre) zoning district.
- B4. That the notice of public hearing was published on, February 21, 2015, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, February 25, 2015, which fulfills the proper legal requirement.
- B6. That 141 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on February 20, 2015.
- B7. That public testimony was heard on March 10, 2015.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:  
This is an area in transition

Objective 1.12 – Community Design: Support the enhancement of existing areas and discourage sprawl.

Objective 1.14 - Efficiency: Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

Objective 2.01 – Business Image and Diversity: Welcome and support a diverse mix of quality professional, trade, business, and service industries, while protecting existing uses of these types from encroachment by incompatible land uses

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on staff comments.
- B10. That the physical characteristics of the site do make it suitable for the request at this time because of staff comments.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses based on the traffic analysis and that the zoning is compatible with the surrounding parcels.

**C. ORDER: CONCLUSION AND DECISION**

The Planning Commission, pursuant to the aforementioned, finds that the request of MILLER DEVELOPMENT GROUP, LLC for a zone change, as described in the application should be approved.

Special conditions applied are as follows:

Motion by Commissioner Ingalls, seconded by Commissioner Messina, to adopt the foregoing Findings and Order.

**ROLL CALL:**

|                       |           |
|-----------------------|-----------|
| Commissioner Bowlby   | Voted Yes |
| Commissioner Ingalls  | Voted Yes |
| Commissioner Luttrupp | Voted Yes |
| Commissioner Messina  | Voted Yes |

Commissioner Ward was absent.

Motion to approve carried by a 4 to 0 vote.



CHAIRMAN BRAD JORDAN

**COEUR D'ALENE CITY COUNCIL  
FINDINGS AND ORDER**

**A. INTRODUCTION**

This matter having come before the City Council on May 5, 2015 , and there being present a person requesting approval of ITEM: ZC-1-15 , a request for a zone change from R-12 (Residential at 12 units/acre) to C-17 (Commercial at 17 units/acre) zoning district.

APPLICANT: MILLER DEVELOPMENT GROUP, LLC

LOCATION: A ± 1.78-ACRE PARCEL AT 3113 GOVERNMENT WAY AND LEGALLY DESCRIBED AS **PARCEL 1:** THE SOUTH HALF OF LOT 5, AND NORTH 35 FEET OF LOT 4, THOMAS ADDITION. **PARCEL 2:** THE EAST HALF OF THE NORTH HALF OF LOT 5, AND THE EAST HALF OF THE SOUTH HALF OF LOT 6, THOMAS ADDITION

**B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON**

**(The City Council may adopt Items B1-through7.)**

- B1. That the existing land uses are primarily single-family, commercial uses, RV Park, and some vacant properties.
- B2. That the Comprehensive Plan Map designation is Transition.
- B3. That the zoning is R-12 (Residential at 12units/acre) zoning district.
- B4. That the notice of public hearing was published on, April 18, 2015, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, April 20, 2015 which fulfills the proper legal requirement.
- B6. That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on
- B7. That public testimony was heard on May 5, 2015.



B8. That this proposal **(is) (is not)** in conformance with the Comprehensive Plan policies as follows:

B9. That public facilities and utilities **(are) (are not)** available and adequate for the proposed use. This is based on

**Criteria to consider for B9:**

1. Can water be provided or extended to serve the property?
2. Can sewer service be provided or extended to serve the property?
3. Does the existing street system provide adequate access to the property?
4. Is police and fire service available and adequate to the property?

B10. That the physical characteristics of the site **(do) (do not)** make it suitable for the request at this time because

**Criteria to consider for B10:**

1. Topography
2. Streams
3. Wetlands
4. Rock outcroppings, etc.
5. vegetative cover

B11. That the proposal **(would) (would not)** adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, **(and) (or)** existing land uses because

**Criteria to consider for B11:**

1. Traffic congestion
2. Is the proposed zoning compatible with the surrounding area in terms of density, types of uses allowed or building types allowed
3. Existing land use pattern i.e. residential, commercial, residential w churches & schools etc.

**C. ORDER: CONCLUSION AND DECISION**

The City Council, pursuant to the aforementioned, finds that the request of **MILLER DEVELOPMENT GROUP LLC** for a zone change, as described in the application should be **(approved) (denied) (denied without prejudice)**.

Special conditions applied are as follows:

None.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to adopt the foregoing Findings and Order.

**ROLL CALL:**

|                        |             |
|------------------------|-------------|
| Council Member Gookin  | Voted _____ |
| Council Member Edinger | Voted _____ |
| Council Member Evans   | Voted _____ |
| Council Member McEvers | Voted _____ |
| Council Member Adams   | Voted _____ |
| Council Member Miller  | Voted _____ |

Mayor Widmyer Voted \_\_\_\_\_ (tie breaker)

Council Member(s) \_\_\_\_\_ were absent.

Motion to \_\_\_\_\_ carried by a \_\_\_\_ to \_\_\_\_ vote.

\_\_\_\_\_  
MAYOR STEVE WIDMYER

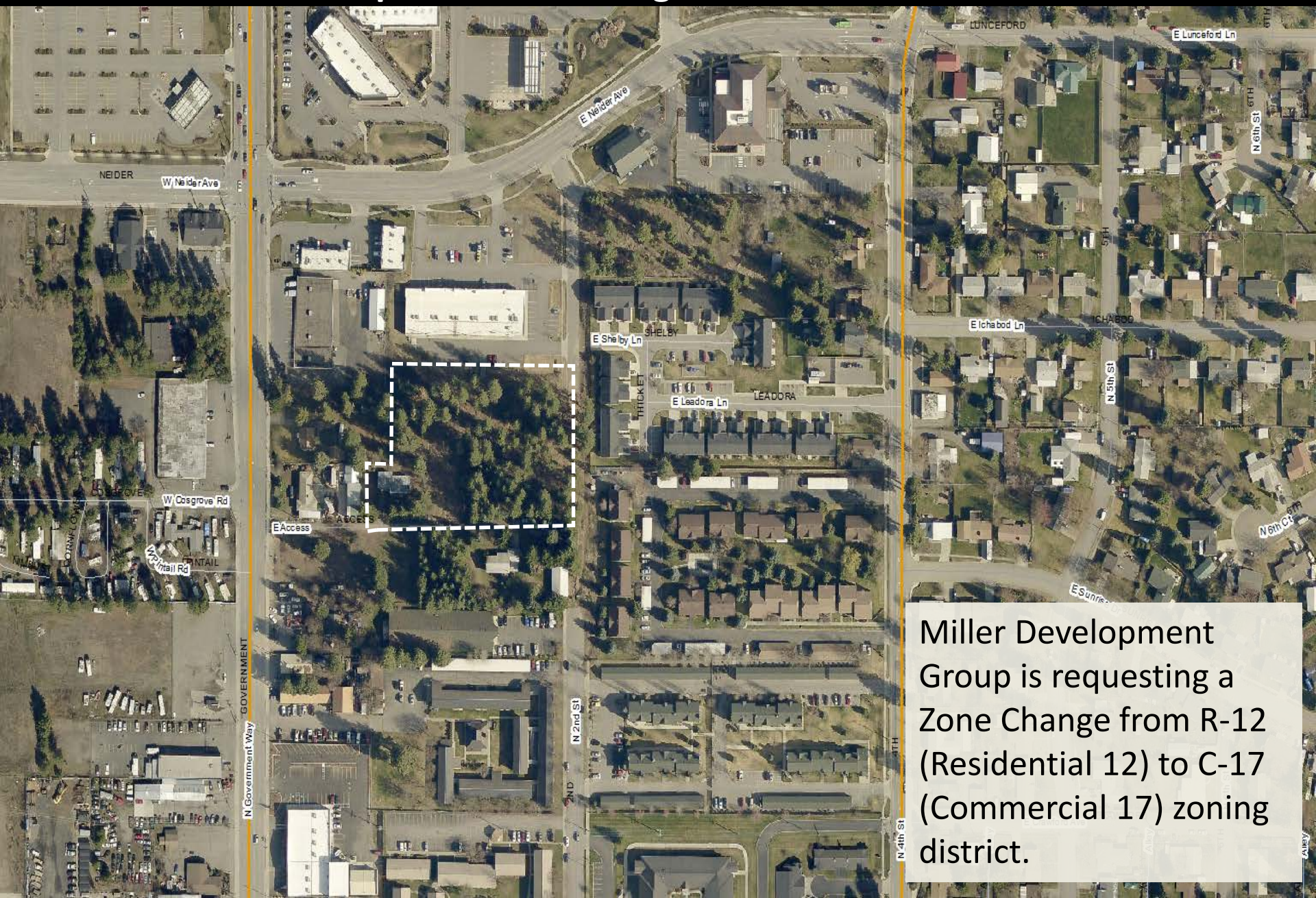


City of  
**Coeur d'Alene**  
IDAHO



# ZC-1-15: AERIAL PHOTO

Request: Zone Change from R-12 to C-17



Miller Development Group is requesting a Zone Change from R-12 (Residential 12) to C-17 (Commercial 17) zoning district.



# ZC-1-15: SITE PHOTO

Request: Zone Change from R-12 to C-17



GOVERNMENT

N Government Way

E Access

ACCESS

**ZC-1-15: 3113 Government Way  
Request: Zone Change from R-12 to C-17**

*The City Council must consider this request and make separate findings to approve, deny, or deny without prejudice:*

**Finding #B8A:**

That this proposal (is) (is not) in conformance with the Comprehensive Plan.

**Finding #B8C:**

The location, design, and size of the proposal are such that the development (will) (will not) be adequately served by existing streets, public facilities and services.



## ZC-1-15: 3113 Government Way Request: Zone Change from R-12 to C-17

### Finding #B10:

That the physical characteristics of the site (make) (do not make) it suitable for the request at this time.

### Finding #B11:

That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.





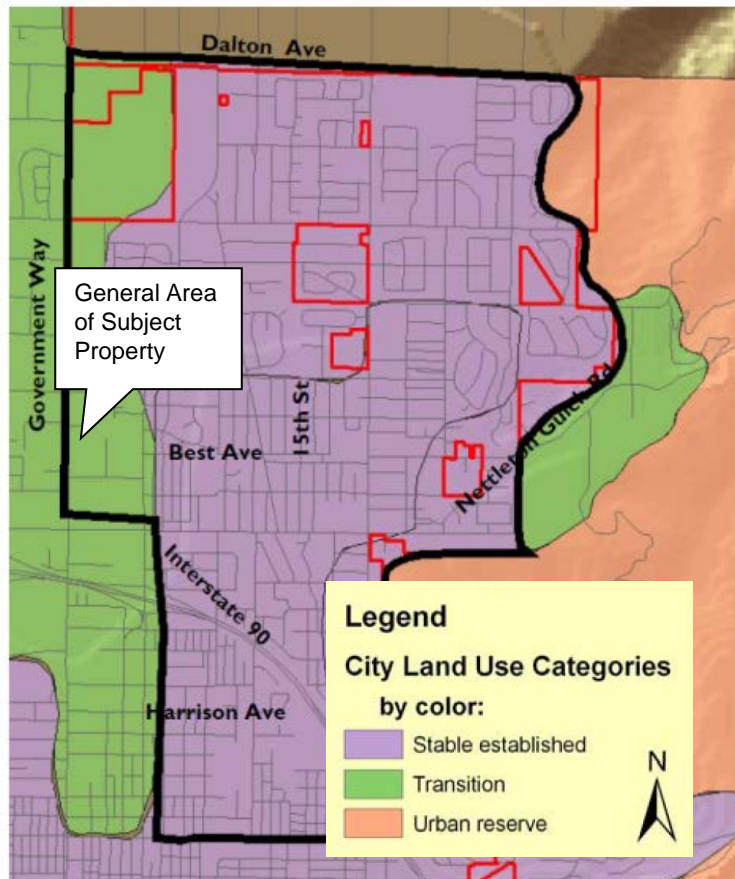
# ZC-1-15: COMPREHENSIVE PLAN

## Request: Zone Change from R-12 to C-17

Finding #B8A:

That this proposal (is) (is not) in conformance with the Comprehensive Plan.

### Land Use: NE Prairie



Land Use: NE Prairie

*Transition:*

These areas are where the character of the neighborhoods is in transition and should be developed with care. The street network, the number of building lots, and general land use are expected to change greatly within the planning period.



## ZC-1-15: 3113 Government Way Request: Zone Change from R-12 to C-17

### Finding #B8A

#### NE Prairie Today:

This area is composed of a **variety of zoning districts** with a majority of residential density at three to eight units per acre (3-8:1). Lower density development becomes more prominent moving north. The NE Prairie provides a range of housing choices that includes a number of large recreation areas and small pocket parks.

Canfield Mountain and Best Hill act as the backdrop for this portion of the prairie. Much of the lower lying, less inhibitive areas have been developed. Pockets of development and an occasional undeveloped lot remain.



# ZC-1-15: PREVIOUS ACTIONS

## Request: Zone Change from R-12 to C-17

All zone changes shown were approved for R-12 to C-17





ZC-1-15: 3113 Government Way  
Request: Zone Change from R-12 to C-17

Finding #B8C:

The location, design, and size of the proposal are such that the development (will) (will not) be adequately served by existing streets, public facilities and services.

WATER: **Department Comments:**

The property currently has a single domestic water service extended from Government Way. **Future development of the property will require extension of adequate water facilities but is not required for the proposed zone change.**

*-Submitted by Terry Pickel, P.E., Assistant Water Superintendent*

WASTEWATER:

The Wastewater Utility **has no objections to this Zone Change** as proposed. Any wastewater conditions will be addressed during the permitting process.

*-Submitted by Mike Becker, Utility Project Manager*



## ZC-1-15: 3113 Government Way Request: Zone Change from R-12 to C-17

### Finding #B8C:

#### STORMWATER:

City Code requires a stormwater management plan to be submitted and approved prior to any construction activity on the site. **The applicant will be required to include a stormwater management plan with any building permit** submittal for the subject property.

#### STREET:

The ITE Trip Generation Manual does not categorize storage facilities; therefore, volume estimates for the project are unavailable. However, vehicle movements to/from facilities of this nature tend to be sporadic in nature and not concentrated during peak vehicle movement times.

*-Submitted by Chris Bates, Engineering Project Manager*



# ZC-1-15: 3113 Government Way Request: Zone Change from R-12 to C-17

## Finding #B8C

### Department Comments:

#### FIRE:

The Fire Department has no comments or conditions attached to this zone change request. Any and all requirements per the International Fire Code 2012 Edition shall be reviewed and assessed during the permit process.

*-Submitted by Bobby Gonder, Fire Inspector*



## ZC-1-15: 3113 Government Way Request: Zone Change from R-12 to C-17

### Finding #B10:

That the physical characteristics of the site (make) (do not make) it suitable for the request at this time.



There are no topographical or other physical constraints that would make the subject property unsuitable for the request.

## ZC-1-15: 3113 Government Way Request: Zone Change from R-12 to C-17

### Finding #B11:

That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.

### TRAFFIC:

The proposed zone change will not impact traffic generation from the subject property.

*-Submitted by Chris Bates, Engineering Project Manager*





# ZC-1-15: 3113 Government Way Request: Zone Change from R-12 to C-17

Finding #B11

Current Zoning:

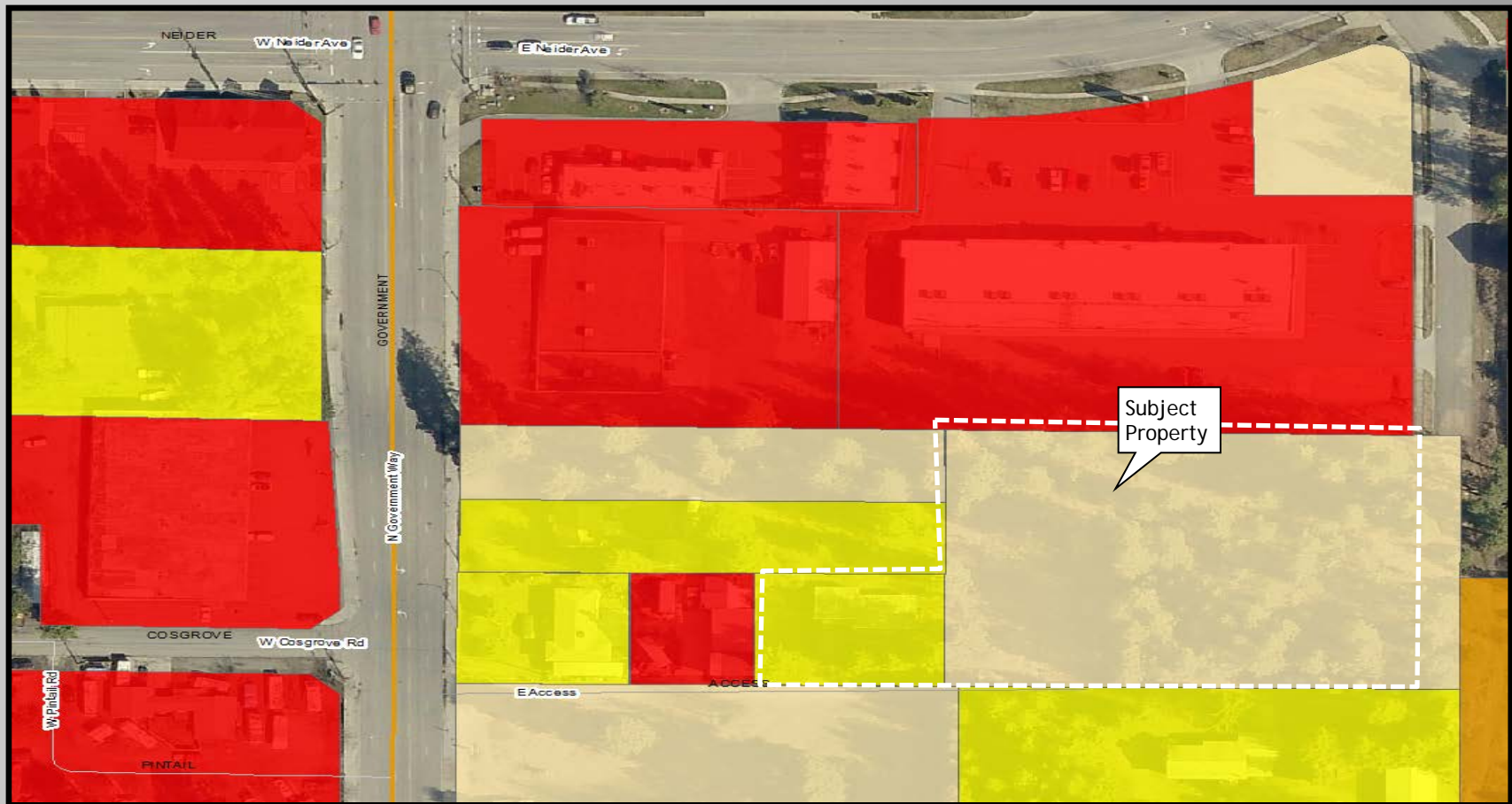




# ZC-1-15: 3113 Government Way Request: Zone Change from R-12 to C-17

## Finding #B11

Current Land Use:



## **ZC-1-15: 3113 Government Way Request: Zone Change from R-12 to C-17**

### RECOMMENDED CONDITIONS:

- None.

### MAILINGS:

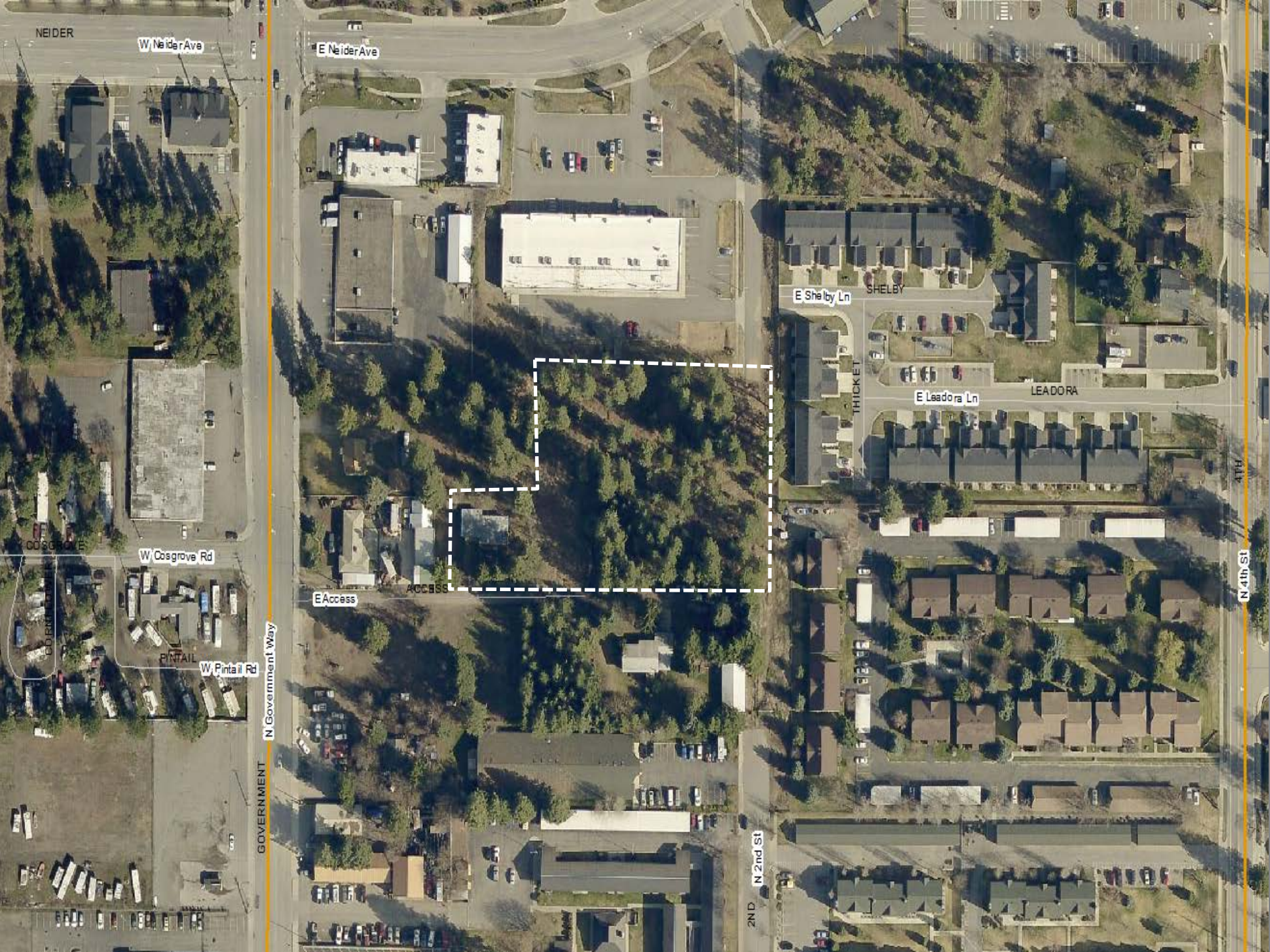
- Public notices were mailed on 4/17/2015.

### ACTION ALTERNATIVES:

- The City Council must consider this request and make appropriate findings to approve, deny or deny without prejudice. Your findings worksheet is attached to the staff report.







NEIDER

W Neider Ave

E Neider Ave

CORN CRACK

W Cosgrove Rd

E Access

ACCESS

W Pintail Rd

PINTAIL

E Shelby Ln

SHELBY

THICKET

E Leadora Ln

LEADORA

N Government Way

2ND N 2nd St

N 4th St





GOVERNMENT

N Government Way

E Access

ACCESS

OTHER BUSINESS

RESOLUTION NO. 15-022

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY,  
IDAHO AUTHORIZING CONDEMNATION PROCEEDINGS.

WHEREAS, the acquisition of public right-of-way for roadway purposes is a public use for which the City of Coeur d'Alene (the "City") has the power of eminent domain under section 7-701, Idaho Code; and

WHEREAS, the City is engaged in the roadway project to widen and improve Government Way from Hanley Avenue to Prairie Avenue in Coeur d'Alene, Hayden, and Dalton Gardens, Kootenai County, Idaho, referred to as SMA-7155, Government Way, Hanley Avenue to Prairie Avenue, Project No A012(308), Key No. 12308 (the "Project).

WHEREAS, to accomplish the Project, the City needs to acquire certain real property more particularly identified as Parcels 47 and 48 (Parcel ID Nos. 12308L47 and 12308L48) on the Project plans on file with the City of Coeur d'Alene and legally described on attached **Exhibit "A"** attached hereto and incorporated by reference ("the Property"); and

WHEREAS, attached hereto as **Exhibit "B"** are maps depicting the Property to be acquired from the above-referenced parcel. The Property to be acquired include fee simple rights-of-way and temporary easements. The fee simple right-of-way for Parcel 47 consists of 0.033 acres. The fee simple right-of-way for Parcel 48 consists of 0.095 acres. The temporary easement for Parcel 47 consists of 0.018 acres. The temporary easement for Parcel 48 consists of 0.070 acres.

WHEREAS, the rights of access to and from the remaining real property belonging to the record title owners of the Property shall be as follows:

- a. Before the Project, such owners had access to and from the Property that may or may not have been authorized under the rules, regulations, policies, and permits of the relevant governmental entity.
- b. After the Project, the property owners will continue to have access to and from the remaining real property subject to the rules, regulations, policies, and permits of the relevant governmental entity.

WHEREAS, the location of the proposed right-of-way for the Project is necessary and the right-of-way is located in a manner which is most compatible with the greatest public good and the least private injury, pursuant to Idaho Code § 7-705; and

WHEREAS, the names and addresses of the record title owners of the Property and any other owner(s) and tenants under long-term leases known to the City are set forth below:

Name: ChrisLinc Properties, LLC  
Marshall Clark  
Address: 2320 N. Atlantic #100  
Spokane, WA 99205

WHEREAS, the City commenced negotiations to purchase the Property and, by certified U.S. Mail, postage prepaid, addressed to the owner(s) at the address shown in the official records of the Kootenai County Assessor, on the 9th day of December, 2014, provided the owner(s) with a summary of rights form required by Chapter 7, Title 7, Idaho Code, and on the 9th day of December, 2014 provided the owner(s) with a written offer to purchase the Property and settle any severance and business damage claims related to the acquisition, and on the 9th day of December, 2014 provided the owner(s) with a copy of the appraisal; and

WHEREAS, the City, by and through its employees, contractors, and agents, has sought in good faith to purchase the Property and property interests described above and to settle with the owner(s), or reputed owner(s) and any other claimants for severance damages, if any, to their remaining property where the Property is a part of a larger parcel, and for damages to any business located thereon which might result from said taking, but the City has been unable to make any reasonable bargain therefore, or reasonable settlement of such damages; and

WHEREAS, it is deemed to be in the best interests of the City and the citizens thereof to commence condemnation proceedings, if necessary, to acquire rights of way on the above listed parcels;

WHEREAS, it is recommended that the City authorize Holland & Hart LLP to commence condemnation proceedings, if necessary, to acquire rights of way for the above listed parcel; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City, that the City acquire the Property described in **Exhibit A** and identified in **Exhibit B** through the exercise of its power of eminent domain.

BE IT FURTHER RESOLVED, that Holland & Hart LLP is hereby authorized to commence with condemnation proceedings, if necessary, to acquire rights of way on the above listed parcels.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute such agreement on behalf of the City.

DATED this 5<sup>th</sup> day of May, 2015.

---

Steve Widmeyer, Mayor

ATTEST:

---

Renata McLeod, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

COUNCIL MEMBER ADAMS Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

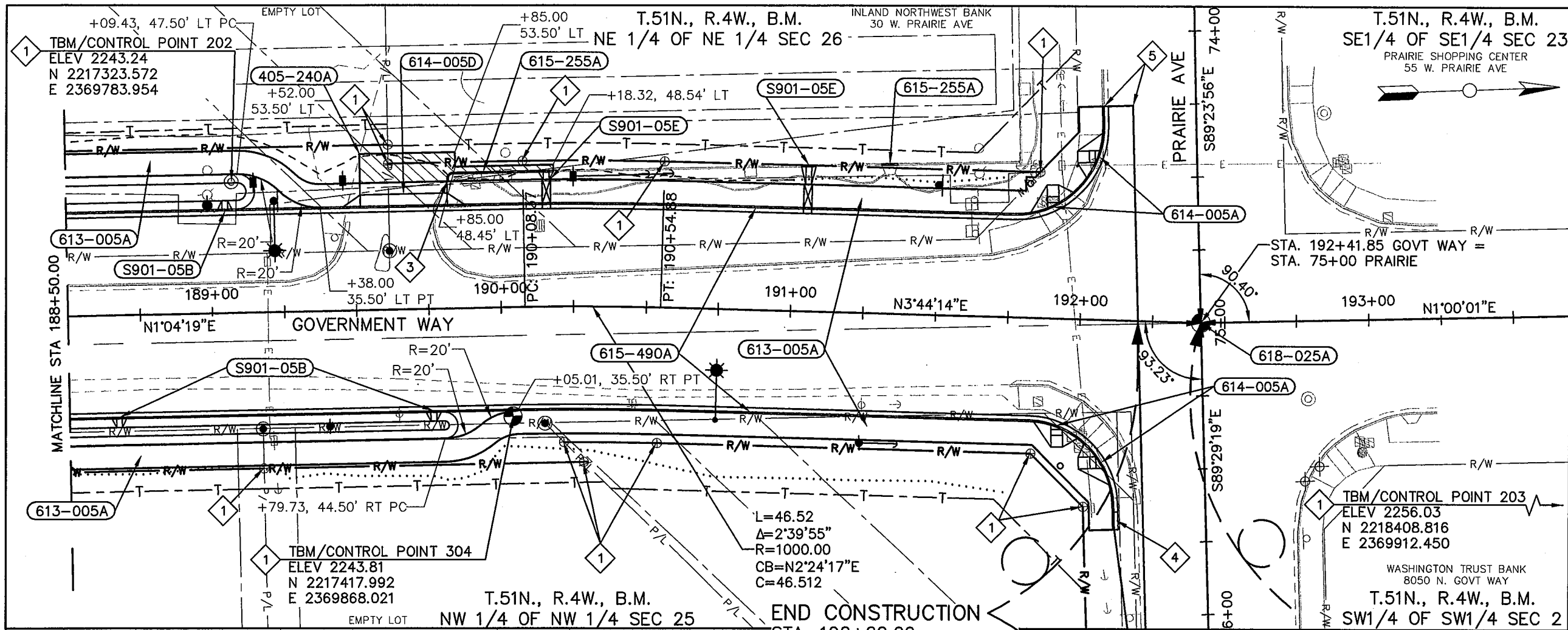
COUNCIL MEMBER EVANS Voted \_\_\_\_\_

COUNCIL MEMBER MILLER Voted \_\_\_\_\_

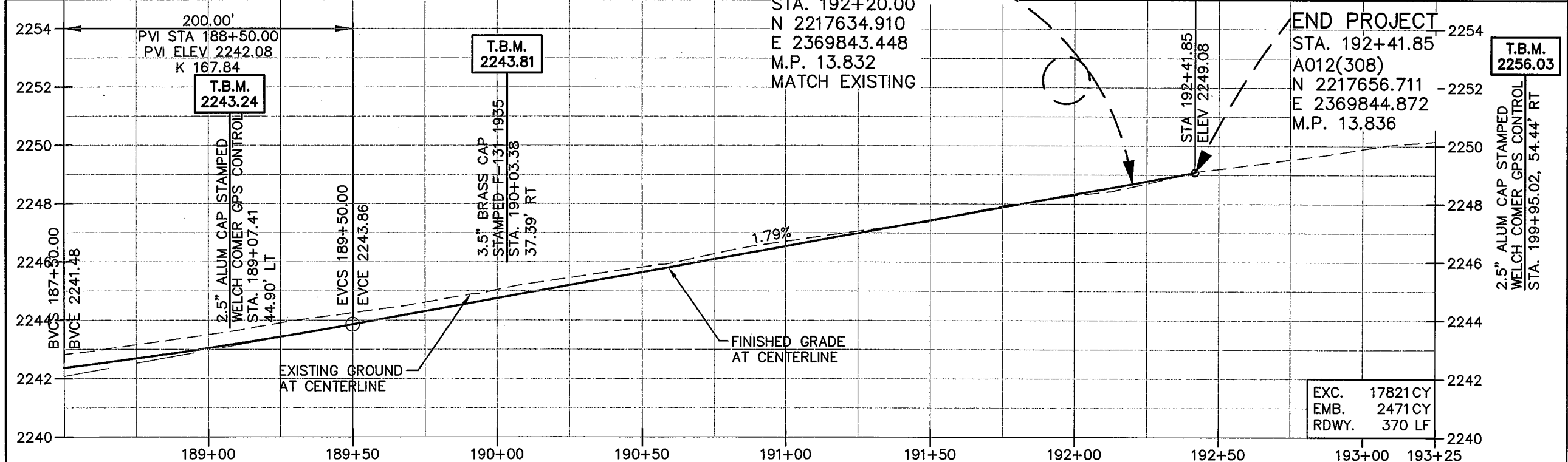
COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.





- 405-240A** MISC PAV SEE DTL SHT 63
- 44 SY, STA. 189+52 TO 190+18.32 LT
- 613-005A** CONC SIDEWALK
- 629 SY, CDA STD DTL C-5, SHT 60
- STA. 188+50, 47.5' LT GOVT WY TO STA. 74+25, 32.5' RT PRAIRIE
- STA. 188+50, 44.5' RT GOVT WY TO STA. 75+70, 32.5' RT PRAIRIE
- 614-005A** URBAN APPROACHES PED RAMP TY A
- 1 EA, STA. 191+89.55, 38.14' LT GOVT WY
- 1 EA, STA. 191+93, 36.57' RT GOVT WY
- 1 EA, STA. 74+42.11, 33.94' RT PRAIRIE
- 1 EA, STA. 75+46.89, 35.89' RT PRAIRIE
- 614-005D** URBAN APPROACHES MODIFIED TY 1, SHT 63
- 1 EA, STA. 189+67 LT, W=30'
- 615-255A** CURB, TYPE A OR C
- CDA STD DTL C-2, SHT 59
- 39 FT, STA. 189+82, 43.5' LT TO STA. 190+18.34, 56.54' LT
- 6 FT, STA. 191+30, 51' LT TO STA. 191+36, 51.5' LT
- 615-490A** COMB CURB & GUTTER TY A OR C
- CDA STD DTL C-1, SHT 59
- 383 FT, STA. 188+50, 35' LT GOVT WY TO STA. 74+25, 32' RT PRAIRIE
- 386 FT, STA. 188+50, 35' RT GOVT WY TO STA. 75+70, 32' RT PRAIRIE
- 618-025A** STREET MONUMENT
- 1 EA, STA. 192+41.85 GOVT WY
- S901-05B** INLET APRON
- CDA STD DTL C-17, SHT 61
- 1 EA, STA. 188+67 RT
- 1 EA, STA. 189+05 LT
- 1 EA, STA. 189+76 RT
- S901-05E** SIDEWALK INLET
- SEE DTL SHT 66
- 1 EA, STA. 190+16, 35' LT
- 1 EA, STA. 191+05, 35' LT



- NOTES:**
- 1 RETAIN AND PROTECT EXISTING SURVEY MONUMENTS. REFERENCE AND REPLACE ANY MONUMENTS DISTURBED OR DESTROYED.
  - 2 SPECIAL CURB DROP AT RIGHT-OF-WAY, SEE DTL SHT 61
  - 3 SPECIAL CURB DROP AT BACK OF WALK, SEE DTL SHT 61
  - 4 CURB TERMINUS, SEE DETAIL SHEET 61
  - 5 SAWCUT AND MATCH EXISTING ASPHALT, SIDEWALK AND/OR CURB
  - 7 ADJUST ALL EXISTING UTILITIES TO GRADE, WORK CONSIDERED INCIDENTAL TO OTHER ITEMS.

| REVISIONS |      |    |             |
|-----------|------|----|-------------|
| NO.       | DATE | BY | DESCRIPTION |
|           |      |    |             |
|           |      |    |             |
|           |      |    |             |
|           |      |    |             |

DESIGNED: AJD  
 DESIGN CHECKED: [Signature]  
 DETAILED: SDS  
 DRAWING CHECKED: [Signature]

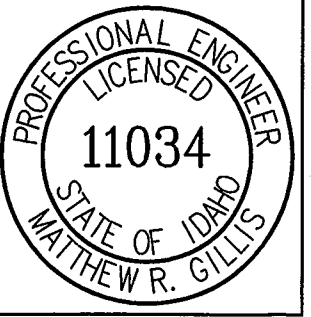
SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 12308\_PLPR\_001.DWG  
 DRAWING DATE: 10-01-2014

IDAHO TRANSPORTATION DEPARTMENT  
 WELCH, COMER & ASSOCIATES

PROJECT NO. A012(308)  
 GOVERNMENT WAY PLAN AND PROFILE  
**SMA-7155**  
**GOVERNMENT WAY**  
**HANLEY AVE. TO PRAIRIE AVE.**

English COUNTY KOOTENAI  
 KEY NUMBER 12308  
 SHEET 45 OF 139



N:\Civil3D Projects\41102\Production Drawings\12308\_PLPR\_001.dwg, 10/1/2014 4:22 PM, sandra, 1:1



**NOTES:**

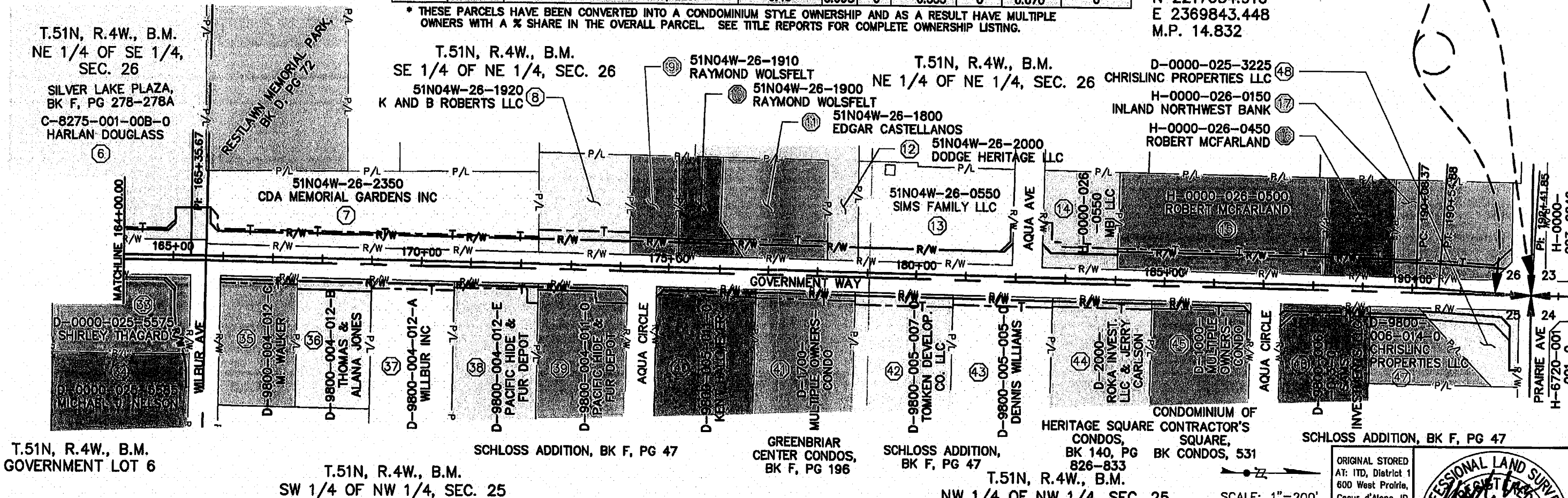
1. TOTAL OWNERSHIP AREAS SHOWN REPRESENT THE AREAS WITHIN THE SECTIONS ABUTTING GOVERNMENT WAY AND WILBUR AVE AS DETERMINED FROM ASSESSOR'S DATA SHEETS. THE OWNERSHIP PARCELS WERE NOT SURVEYED AND SAID AREAS ARE APPROXIMATE. REMAINDER AREAS WERE CALCULATED BY DEDUCTING ANY ACQUISITIONS MADE AS A RESULT OF THIS PROJECT FROM THOSE APPROXIMATE AREAS AND ARE ALSO APPROXIMATE.

| PARCEL No. | PARCEL ID No. | RECORD OWNER                     | TOTAL ASSD. OWNER. Ac. | RIGHT OF WAY- Ac. |       |           | EASEMENT- Ac. |       | RIGHT OF ENTRY Ac. |
|------------|---------------|----------------------------------|------------------------|-------------------|-------|-----------|---------------|-------|--------------------|
|            |               |                                  |                        | REQ'D             | EXIST | REMAINDER | PERM          | TEMP  |                    |
| 6          | 12308L06      | HARLAN DOUGLASS                  | 19.077                 | 0.357             | 0     | 18.720    | 0             | 0.058 | 0                  |
| 7          | 12308L07      | CDA MEMORIAL GARDENS INC.        | 2.784                  | 0.421             | 0     | 2.343     | 0             | 0.069 | 0                  |
| 8          | 12308L08      | K AND B ROBERTS, LLC.            | 0.882                  | 0.114             | 0     | 0.748     | 0             | 0.076 | 0                  |
| 9          | 12308L09      | RAYMOND WOLFELT                  | 0.535                  | 0.061             | 0     | 0.474     | 0             | 0.017 | 0                  |
| 10         | 12308L10      | RAYMOND WOLFELT                  | 0.522                  | 0.073             | 0     | 0.449     | 0             | 0.018 | 0                  |
| 11         | 12308L11      | EDGAR CASTELLANOS                | 1.083                  | 0.112             | 0     | 0.971     | 0             | 0.047 | 0                  |
| 12         | 12308L12      | DODGE HERITAGE, LLC.             | 21.677                 | 0.037             | 0     | 21.640    | 0             | 0.000 | 0                  |
| 13         | 12308L13      | SIMS FAMILY, LLC.                | 1.294                  | 0.196             | 0     | 1.098     | 0             | 0.008 | 0                  |
| 14         | 12308L14      | MBI, LLC.                        | 0.671                  | 0.106             | 0     | 0.565     | 0             | 0.064 | 0                  |
| 15         | 12308L15      | ROBERT MCFARLAND                 | 1.875                  | 0.349             | 0     | 1.526     | 0             | 0.063 | 0                  |
| 16         | 12308L16      | ROBERT MCFARLAND                 | 0.425                  | 0.116             | 0     | 0.308     | 0             | 0.021 | 0                  |
| 17         | 12308L17      | INLAND NORTHWEST BANK            | 1.049                  | 0.135             | 0     | 0.914     | 0             | 0.045 | 0                  |
| 33         | 12308L33      | SHIRLEY THAGARD                  | 1.008                  | 0.138             | 0     | 0.870     | 0             | 0.034 | 0                  |
| 34         | 12308L34      | MICHAEL JOHN NELSON              | 1.008                  | 0.010             | 0     | 0.998     | 0             | 0.000 | 0                  |
| 35         | 12308L35      | M. WALKER                        | 0.919                  | 0.024             | 0     | 0.895     | 0             | 0.025 | 0                  |
| 36         | 12308L36      | THOMAS & ALANA JONES             | 0.898                  | 0.023             | 0     | 0.873     | 0             | 0.058 | 0                  |
| 37         | 12308L37      | WILLBUR INC                      | 1.500                  | 0.026             | 0     | 1.474     | 0             | 0.042 | 0                  |
| 38         | 12308L38      | PACIFIC HIDE & FUR DEPOT         | 3.387                  | 0.026             | 0     | 3.361     | 0             | 0.034 | 0                  |
| 39         | 12308L39      | PACIFIC HIDE & FUR DEPOT         | 0.871                  | 0.030             | 0     | 0.841     | 0             | 0.055 | 0                  |
| 40         | 12308L40      | KENT HALMEYER                    | 0.872                  | 0.033             | 0     | 0.839     | 0             | 0.040 | 0                  |
| 41         | 12308L41      | MULTIPLE OWNERS- CONDO           | 0.872                  | 0.031             | 0     | 0.841     | 0             | 0.050 | 0                  |
| 42         | 12308L42      | TOMKEN DEVELOPMENT CO. LLC       | 0.872                  | 0.031             | 0     | 0.841     | 0             | 0.082 | 0                  |
| 43         | 12308L43      | DENNIS WILLIAMS                  | 0.872                  | 0.031             | 0     | 0.841     | 0             | 0.080 | 0                  |
| 44         | 12308L44      | ROKA INVESTMENTS & JERRY CARLSON | 0.872                  | 0.031             | 0     | 0.841     | 0             | 0.050 | 0                  |
| 45         | 12308L45      | MULTIPLE OWNERS- CONDO           | 0.872                  | 0.033             | 0     | 0.839     | 0             | 0.039 | 0                  |
| 46         | 12308L46      | SAMS INVESTMENTS, LLC            | 0.791                  | 0.054             | 0     | 0.734     | 0             | 0.056 | 0                  |
| 47         | 12308L47      | CHRISLINC PROPERTIES, LLC.       | 0.617                  | 0.033             | 0     | 0.584     | 0             | 0.018 | 0                  |
| 48         | 12308L48      | CHRISLINC PROPERTIES, LLC.       | 0.45                   | 0.095             | 0     | 0.355     | 0             | 0.070 | 0                  |

\* THESE PARCELS HAVE BEEN CONVERTED INTO A CONDOMINIUM STYLE OWNERSHIP AND AS A RESULT HAVE MULTIPLE OWNERS WITH A % SHARE IN THE OVERALL PARCEL. SEE TITLE REPORTS FOR COMPLETE OWNERSHIP LISTING.

END PROJECT  
STA. 192+41.85  
A012(308)  
N 2217656.711  
E 2369844.872  
M.P. 14.836

END CONSTRUCTION  
STA. 192+20.00  
MATCH EXISTING  
N 2217634.910  
E 2369843.448  
M.P. 14.832



| REVISIONS |          |     |                                     |
|-----------|----------|-----|-------------------------------------|
| NO.       | DATE     | BY  | DESCRIPTION                         |
| 1         | 8-28-14  | TJF | TEMPORARY EASEMENT CHANGES          |
| 2         | 12-15-14 | TJF | ASSESSED ACREAGE CHANGE PARCEL 8    |
| 3         | 12-22-14 | TJF | OWNERSHIP CHANGE PARCEL 42          |
| 4         | 1-14-15  | TJF | OWNERSHIP CHANGE PARCEL 40          |
| 5         | 1-28-15  | TJF | TEMPORARY EASEMENT CHANGE PARCEL 14 |

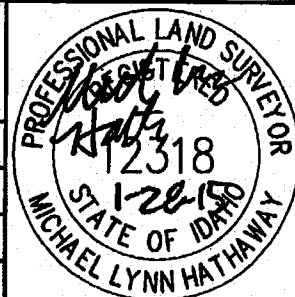
|                 |         |                                            |
|-----------------|---------|--------------------------------------------|
| DESIGNED        | MRG/AJD | SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY |
| DESIGN CHECKED  |         |                                            |
| DETAILED        | TJF     | CADD FILE NAME 12308_OWN_001.DWG           |
| DRAWING CHECKED | MLH     | DRAWING DATE: 4-24-14                      |

IDAHO TRANSPORTATION DEPARTMENT  
WELCH, COMER & ASSOCIATES

|             |           |
|-------------|-----------|
| PROJECT NO. | A012(308) |
|-------------|-----------|

TOTAL OWNERSHIP MAP  
**SMA-7155**  
**GOVERNMENT WAY**  
**HANLEY AVE. TO PRAIRIE AVE.**

|            |          |
|------------|----------|
| COUNTY     | KOOTENAI |
| KEY NUMBER | 12308    |
| SHEET      | 3 OF 13  |



N:\civil3D Projects\411021\Production Drawings\12308\_OWN\_001.dwg - 1/28/2015 8:56:23 AM, krosman, 1:1

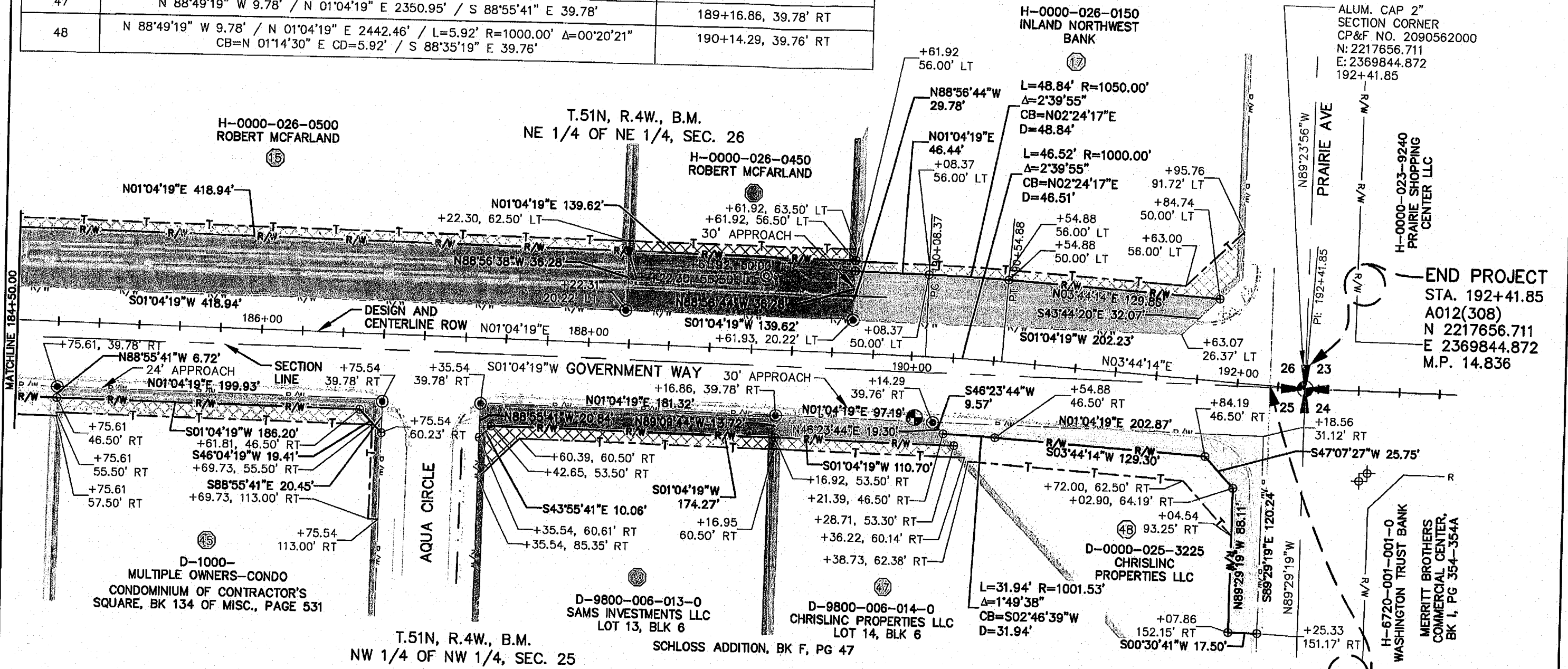
Resolution No. 15-022

Exhibits "A & B"



| PARCEL | POINT OF COMMENCEMENT TO TRUE POINT OF BEGINNING                                                                               | TRUE POINT OF BEGINNING STATION & OFFSET |
|--------|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| 16     | N 88°49'19" W 9.78' / N 01°04'19" E 1837.46' / N 88°55'41" W 20.22'                                                            | 188+22.31, 20.22' LT                     |
| 17     | N 88°49'19" W 9.78' / N 01°04'19" E 2396.02' / N 88°55'41" W 20.22'                                                            | 189+61.93, 20.22' LT                     |
| 45     | N 88°49'19" W 9.78' / N 01°04'19" E 1909.70' / S 88°55'41" E 39.78'                                                            | 184+75.61, 39.78' RT                     |
| 46     | N 88°49'19" W 9.78' / N 01°04'19" E 2169.63' / S 88°55'41" E 39.78'                                                            | 187+35.54, 39.78' RT                     |
| 47     | N 88°49'19" W 9.78' / N 01°04'19" E 2350.95' / S 88°55'41" E 39.78'                                                            | 189+16.86, 39.78' RT                     |
| 48     | N 88°49'19" W 9.78' / N 01°04'19" E 2442.46' / L=5.92' R=1000.00' Δ=00°20'21" CB=N 01°14'30" E CD=5.92' / S 88°35'19" E 39.76' | 190+14.29, 39.76' RT                     |

| APPROACH TYPE AND SIZE    | STATION      |
|---------------------------|--------------|
| COMMERCIAL APPROACH - 24' | 185+00.00 RT |
| COMMERCIAL APPROACH - 30' | 189+67.00 LT |
| COMMERCIAL APPROACH - 30' | 189+65.00 RT |



END PROJECT  
 STA. 192+41.85  
 A012(308)  
 N 2217656.711  
 E 2369844.872  
 M.P. 14.836

END CONSTRUCTION  
 STA. 192+20.00  
 MATCH EXISTING  
 N 2217634.910  
 E 2369843.448  
 M.P. 14.832

SCALE: 1"=60'

**NOTES:**  
 1. EASEMENTS SHOWN ARE FOR TEMPORARY CONSTRUCTION ONLY.

| REVISIONS |         |                                  |
|-----------|---------|----------------------------------|
| NO.       | DATE    | DESCRIPTION                      |
| 1         | 6-19-14 | TJF EDIT NAMES ON PARCEL 45      |
| 2         | 6-19-14 | TJF EASEMENT CHANGE PARCEL 46    |
| 3         | 6-19-14 | TJF PAGE NUMBERS                 |
| 4         | 1-28-15 | TJF ADDED 30' APPROACH PARCEL 44 |

|                 |         |                                                                                                                             |
|-----------------|---------|-----------------------------------------------------------------------------------------------------------------------------|
| DESIGNED        | MRG/AJD | SCALES SHOWN<br>ARE FOR 11" X 17"<br>PRINTS ONLY<br><br>CADD FILE NAME<br>12308_ROW_001.DWG<br><br>DRAWING DATE:<br>4-24-14 |
| DESIGN CHECKED  |         |                                                                                                                             |
| DETAILED        | TJF     |                                                                                                                             |
| DRAWING CHECKED | MLH     |                                                                                                                             |

IDAHO  
 TRANSPORTATION  
 DEPARTMENT  
 WELCH, COMER & ASSOCIATES

|             |           |
|-------------|-----------|
| PROJECT NO. | A012(308) |
|-------------|-----------|

RIGHT OF WAY PLAN  
**SMA-7155**  
**GOVERNMENT WAY**  
**HANLEY AVE. TO PRAIRIE AVE.**

|                                                                         |
|-------------------------------------------------------------------------|
| ORIGINAL STORED AT: ITD, District 1 600 West Prairie, Coeur d'Alene, ID |
| <b>English</b>                                                          |
| COUNTY<br>KOOTENAI                                                      |
| KEY NUMBER<br>12308                                                     |
| SHEET 10 OF 13                                                          |

PROFESSIONAL LAND SURVEYOR  
 REGISTERED  
 12318  
 1-28-18  
 STATE OF IDAHO  
 MICHAEL LYNN HATHAWAY

N:\Civil\3D Projects\4110212\Production Drawings\ITD DESIGN\12308\_ROW\_001.dwg, 1/28/2015 8:48:13 AM, lbrsmann, 1:1